

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
November 14, 2017
Regular Meeting - 5:30 PM
Closed Session - 4:30 PM
Appointment Item - 5:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successor Agency.

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

CC (Government Code section 54956.9 (d)(1))

Name of case: State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.
Sacramento County Superior Court, Case No. 34-2012-00127517

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Attorney requested that this item be discussed in closed session under the

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.

City of Oxnard internet address: www.oxnard.org.

Brown Act authorization for the City Council to confer with its legal counsel regarding potential litigation.

3. Conference with Real Property Negotiators

SA Property: McGrath House, 740 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director.

Negotiating parties: Michelle and Greg Kenney.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. APPOINTMENT ITEMS (5:30 PM)

Public Works Department **AMENDED ITEM**

1. SUBJECT: Housing-Related Parks Program Grant Agreement (15/15/15)
RECOMMENDATION: That City Council:

1. Approve and authorize the City Manager to execute an Agreement with the California Department of Housing and Community Development (HCD) for grant fund distribution of \$1,333,574 awarded to the City for the Housing-Related Parks (HRP) Program (Agreement A-8019).

2. Approve the recommended list of park facility improvement projects for eligible parks.

3. Authorize the City Manager or designee to recognize State grant revenue and appropriate funds in the total amount of \$1,333,574 to the park facility improvement projects approved by City Council in Recommendation #2.

4. Authorize the City Manager or designee to appropriate funds in the total amount of a \$671,973 in Measure O funding for park facility improvement projects in Recommendation #2.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Ordinance No. 2929 Documenting Cannabis Restrictions in the City Zoning Code

RECOMMENDATION: That the City Council approves Ordinance No. 2929 amending Chapter 16 of the Oxnard City Code to prohibit cannabis and cannabis related uses unless

specifically provided in individual zones, and to specifically prohibit such uses in the following zones: Commercial Office (C-O), Neighborhood Shopping (C-1), General Commercial (C-2), Central Business District (Cbd), Commercial and Light Manufacturing (Cm), Business and Research Park (Brp), Limited Manufacturing (M-L), and Light Manufacturing (M-1) Zones.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the September 12, 2017, September 19, 2017, and September 26, 2017, Regular Meetings.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

3. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. LDP Associates (A-8020) for data room battery and cooling tower maintenance (\$38,175).

B. Encompass Consultant Group, Inc. (A-8013) for on-call civil engineering services (\$250,000).

C. KEH & Associates, Inc. (A-8014) for on-call civil engineering services (\$250,000).

D. MV Engineering, LLC. (A-8005) for on-call civil engineering services (\$250,000).

E. Motorola Solutions, Inc. (Purchase Order No. 6482) for purchase of handheld radios and accessories (\$79,106).

F. AppleOne Employment Services (7379-16-HR) for temporary staffing to several City departments (\$100,000).

G. Nesco, LLC. for the purchase of two (2) one ton cab and chassis mounted with three yard container handling body (\$150,794).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Economic Development Department

4. SUBJECT: Disposition of Property, 852 South "A" Street

RECOMMENDATION: That City Council:

1. Adopt a resolution entitled "Resolution of the City of Oxnard, as the Entity Assuming the Housing Functions of the Former Oxnard Community Development Commission Pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, Approving the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Vacant Land), by and between the City, as Seller, and George & Manal Jobeh, or Nominee, as

Buyer, With Regard to Vacant Land Located at 852 South A Street;”

2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and Redevelopment Special Counsel; and

3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City’s obligations, responsibilities and duties thereunder.

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7407

5. SUBJECT: Disposition of Successor Agency Owned Property Located at 720 South B Street
RECOMMENDATION: That the Successor Agency:

1. Adopt a Resolution entitled “Resolution of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and Juan Carlos & Daniel Guerrero or Nominee, as Buyer, with regard to real property located at 720 South B Street;”

2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and

3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency’s obligations, responsibilities and duties thereunder.

Legislative Body: SA

Contact: Kymberly Horner

Phone: 385-7407

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and 16-300-07 (Tentative Subdivision Map No. 5984). Property Located at the Northeast Corner of Harbor Boulevard & Wooley Road (APN: 196-0-033-295). Filed by Designated Agent Patric Lynam, Planet Home Living, 1451 Quail Street Suite. 204, Newport Beach, CA 92660, on Behalf of the Property Owner. (15/15/10)
RECOMMENDATION: That the City Council:

1. Adopt a resolution upholding the Planning Commission’s approval of Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit), subject to certain findings and conditions;

2. Adopt a resolution upholding the Planning Commission’s approval of Planning and

Zoning Permit No. 17-590-01 (Coastal Zone Variance), subject to certain findings and conditions; and

3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map No. 5984) subject to certain findings and conditions; and in lieu of construction of affordable housing units, authorize the applicant to pay the City's affordable housing fees for the 3.96-acre subdivision project.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

2. SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant"). (10/15/10)

RECOMMENDATION: That the City Council:

1. Uphold the Planning Commission's approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;

2. Uphold the Planning Commission's approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and

3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. REPORTS

City Attorney Department

1. SUBJECT: Utility Fee Adjustment Ordinance and Procedures (5/10/5)

RECOMMENDATION: That City Council:

1. Approve the first reading by title only and waive further reading of an ordinance amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees; and

2. Adopt a resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Public Works Department

2. SUBJECT: Agreement with Ventura County to Assist with Rice Avenue Grade Separation Project (5/10/10)

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute an agreement with the County of Ventura to have its Transportation Department assist the City in the Rice Avenue Grade Separation Project over Fifth Street (State Route 34) and the Union Pacific Railroad; and
2. Approve a budget appropriation in the amount of \$150,000 from Circulation Systems Improvement Fees Fund 354.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575
3. SUBJECT: Second Amendment to Agreement No. 6944-14-DS with WKE, Inc. (5/5/5)
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute the Second Amendment to Agreement No. 6944-14-DS with WKE, Inc., to complete the preliminary design effort for the Rice Avenue Grade Separation Project, in the amount of \$1,023,469.82, which will increase the total cost of the Agreement to \$2,943,468.82.
 2. Approve a budget appropriation in the amount of \$1,023,500 in Circulation System Improvement Fees Fund 354, Account No. 354-3109-826.82-09 for Project No. 133101 Rice Avenue at Fifth Street Grade.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575
4. SUBJECT: Award Contract for Street Overlays PW 18-02 (5/15/15) **AMENDED ITEM**
RECOMMENDATION: That City Council:
 1. Award and authorize the Mayor to execute Agreement A-8024 with Toro Enterprises, Inc., in the amount of \$3,767,700 for the Streets Overlay Project Phase I PW 18-02; and
 2. Approve an appropriation of \$4,168,000 for Project No. 183103 Streets Overlay Phase I.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

N. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Housing-Related Parks Program Grant Agreement (15/15/15)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Approve and authorize the City Manager to execute an Agreement with the California Department of Housing and Community Development (HCD) for grant fund distribution of \$1,333,574 awarded to the City for the Housing-Related Parks (HRP) Program (Agreement A-8019).
2. Approve the recommended list of park facility improvement projects for eligible parks.
3. Authorize the City Manager or designee to recognize State grant revenue and appropriate funds in the total amount of \$1,333,574 to the park facility improvement projects approved by City Council in Recommendation #2.
4. Authorize a budget adjustment to the FY 2017-18 budget to fund \$671,973 in Measure O funding for park facility improvement projects in Recommendation #2.

BACKGROUND

The HCD HRP Program is designed to encourage cities and counties to develop affordable

Housing-Related Parks Program Grant Agreement (15/15/15)

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housing by rewarding those jurisdictions that are in compliance with State housing element laws and that accommodated new and rehabilitated housing affordable to lower-income households, where permits were pulled during the applicable program calendar years of 2010 to 2016. The program provides funds for creating new parks and improving existing parks and recreation facilities that benefit the community and add to the quality of life.

In accordance with HCD's HRP Program Guidelines, grant funds are to be used exclusively for the costs of park and facility creation, development or rehabilitation. This includes new equipment and major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every five to 15 years, or expenditures that continue or enhance the useful life of the park facility. All funds must also be expended in the identified parks located in designated "Disadvantaged Community" Census tracts and within a "Park Deficient Communities." The HRP Program Guidelines define a "Disadvantaged Community" as "an area within a city, county, or city and county that is composed solely of those census tracts designated by the United States Department of Housing and Urban Development as having at least 51 percent of its residents at low- or moderate-income levels, using the most recent decennial United States Census data available." The HRP Program Guidelines define a "Parks Deficient Community" as "an area within a city, county, or city and county that has less than three acres of usable parkland per 1,000 residents."

In 2014 the City of Oxnard secured \$956,700 for city park improvements through the HCD HRP program for accommodating and issuing building permits for 182 affordable housing units. Funds were used for eligible park improvements at Campus, Beck, Colonia and Wilson parks.

On February 23, 2017, the City of Oxnard submitted an HRP Program application for the final program year for this grant. At the time of grant application, it was estimated that the City could receive around \$2,500,000 for park improvements. However, HCD received grant applications requesting funds in excess of the \$36 million available statewide, which exceeded the amount of funding available. HCD accordingly prorated awards among applicants, with the City of Oxnard being awarded \$1,333,574. Due to the reduced award amount, City staff proposed to redistribute the funding equally among each of the eight eligible parks that were identified in the grant application.

According to the HRP Program Guidelines, the selected parks cannot be changed from those parks identified on the grant application, although the City can move the funding among and within the selected parks after the funding has been awarded.

Parks, Recreation, and Community Services Commission (PRCSC) Input

Before the submittal of the grant application, Parks Division staff submitted to the PRCSC a list of recommended park improvements and estimated improvement costs for the qualifying parks to be considered for the current funding cycle. The selection of potential park improvements was reviewed by the PRCSC at its January 19, 2017, and January 25, 2017, meetings. Based on the PRCSC's recommendations at those meetings, City staff updated the list of park improvements.

Housing-Related Parks Program Grant Agreement (15/15/15)

November 14, 2017

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This included the proposal to have the Del Sol Park improvements include restroom and concessions improvements in addition to the stadium bleacher improvements, as well as including field renovation at Campus Park. At its January 25, 2017 meeting, the PRCSC also recommended purchasing parkland within the Five Points neighborhood, which currently has no parks. The proposed property acquisition is located at Seventh Street and Meta Street. City staff also recommended the addition of park improvements at Carty Park due to safety concerns associated with park equipment which was presented to PRCSC for its consideration or approval. The proposed distribution of funds includes integrating considerations expressed by the PRCSC, as well as City staff's recommendations. This previously proposed distribution of funds that was submitted to HCD, based on the anticipated \$2,500,000 grant award amount that was expected, as shown in Attachment A. Attachment B shows the proposed distribution of funds based on equally distributing \$1,333,574 among all eligible parks identified in the original grant application, based on the final award amount of \$1,333,574. Attachment C is the Agreement from HCD (Agreement A-8019).

At the October 25, 2017 PRCSC meeting, City staff discussed the reduced grant award amount with the Commission. Staff also discussed its recommendation to distribute the reduced amount of \$1,333,574 equally among all eight parks identified in the original grant application. This recommendation did not include the proposed property acquisition located at Seventh and Meta Street as recommended by PRCSC at its January 25, 2017 meeting because City staff had already designated this site as an All Affordable Housing Opportunity Site Number A-03 for development of affordable housing. The zoning for the 0.6 acre site is CBD-AH (Central Business District with an Affordable Housing Overlay) which can accommodate an estimated 30 affordable units (assuming Density Bonus). Because of the current zoning, staff has determined that a park at this location is the not highest and best use for this site.

The PRCSC disagreed with staff's recommendation. On October 31, two members of the PRCSC met with the City Manager and Assistant City Manager to discuss the grant proposal and to develop a compromise to fund all parks, but also to fund PRCSC's priority park improvements within the grant amount of \$1,333,574. Attachment D represents the compromise reached.

The PRCSC members agreed to fund the following park improvements with the HCD grant and City Manager agreed to request the City Council approve an allocation of Measure O funds in the amount of \$671,973 to fund the remaining park improvements that went beyond the \$1,333,574 HCD grant award. The total of park improvements is \$2,005,547 which is \$579,453 less than the original HCD grant application amount of \$2,585,000.

Both PRCSC and City staff agree that purchasing property at Seventh and Meta Street may be difficult and therefore, there is a risk of not completing all park improvements by the grant deadline. Therefore, it was agreed to use Measure O funding for the possible purchase of this property understanding that this Affordable Housing Opportunity Site will need to identify a replacement site and denote replacement units in 2018 before the current site can be used for a park.

Housing-Related Parks Program Grant Agreement (15/15/15)

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RECOMMENDATION

Staff recommends that the City Council approve the HCD grant fund distribution of \$1,333,574 as listed in Attachment D; authorize a budget adjustment to fund park improvements in the amount of \$671,973 from Measure O funding for park improvements as listed in Attachment D; and, to execute an Agreement with the California Department of Housing and Community Development (HCD) for grant fund distribution of \$1,333,574 awarded to the City for the Housing-Related Parks (HRP) Program (Agreement A-8019).

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

HCD's HRP Program does not require a local match contribution. Upon approval of the Park facility improvement project listing, State grant revenue in the amount of \$1,333,574 will be recognized and appropriated to the Parks/Rec. Grants State Fund (178-5737) in the approved projects.

ATTACHMENTS:

Attachment A: \$2.5M Park Projects As Submitted to HCD

Attachment B: \$1.3M Park Projects - Staff Recommendation to PRCSC

Attachment C: Housing-Related Parks Program Grant Agreement No. A-8019

Attachment D: Proposed HCD funding with Measure O allocation

Proposed HCD Park Projects as of

Priority	NEIGHBORHOOD PARKS	
1	Durley Park	Walking Track, Play Structures, & Security Lighting
		Design
		Environmental Review Phase II
		Play Structure(s)
		Tot Lot At pre-school
		New Walking Track
		Security Lighting
		Total
2	Campus Park	Multi-use Field Renovation
		Design
		Total
3	5 Points Property	Property Acquisition
		Purchase 3 of 4 lots (50K+50K,+125K, & City Lot)
		Design
		Construction (the fully developed cost is estimated to be \$400,000)
		Total
4	Del Sol Park	Play Structures
		Design
		Construction
		Stadium Bleachers, Concessions, and Restroom Improvements
		Total
5	Thompson Park	Walking Track
		Design
		Total
6	Lathrop Park	Walking Track
		Design
		Total
7	Beck Park	Walking Track and lighting
		Design
		Total
8	Colonia Park	Security Lighting
		Design
		Total
9	Carty Park	Bleacher Replacement
		Total

		Grand Total
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submitted in grant

Park Improvement Costs as Submitted to HCD	Total	Comments
\$60,000		
\$20,000		
\$350,000		
\$75,000		
\$200,000		
\$125,000		
	\$830,000	
\$200,000		
\$10,000		
	\$210,000	
\$200,000		
\$20,000		
\$30,000		
	\$250,000	
\$300,000		
\$20,000		
\$0		
\$450,000		
	\$770,000	
\$200,000		
\$15,000		
	\$215,000	
\$100,000		
\$10,000		
	\$110,000	
\$100,000		
\$10,000		
	\$110,000	
\$50,000		
\$10,000		
	\$60,000	
\$30,000		
	\$30,000	

	\$2,585,000	
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Proposed HCD Park Projects

		Cost Estimate - HCD Grant Parks Project(s)		10/25/2017
		Park Improvements	Total	Comments
	NEIGHBORHOOD PARKS			
1	Durley Park	Walking Tract, Play Structures, & Security Lighting		
		Design	\$25,713	
		Environmental Review Phase II	\$15,000	
		Play Structure(s)	\$145,511	
		Tot Lot At pre-school		
		New Walking Track		
		Security Lighting		
		Total	\$186,224	
2	Del Sol Park	Play Structures		
		Design	\$5,713	
		Play Structure Information	\$180,511	
		Restroom, snack bar building and bleacher renovation		
		Total	\$186,224	
3	Thompson Park	Walking Track		
		Design	\$10,713	
		Construction	\$175,511	
		Total	\$186,224	
4	Lathrop Park	Walking Track		
		Design	\$5,714	
		Construction	\$180,510	
		Total	\$186,224	
5	Beck Park	Walking Track & Lights		
		Design	\$5,714	
		Construction	\$180,510	
		Total	\$186,224	
6	Colonia Park	Security Lights		
		Design	\$5,714	
		Construction	\$180,510	
		Total	\$186,224	
7	Campus Park	Field Renovation		
		Design	\$5,713	
		Construction	\$180,511	
		Total	\$186,224	
8	5 Points Property	Property Acquisition		
		purchase 3 of 4 lots)(50K+50K,+125K, & City Lot)	\$0	
		Design	\$0	
		Construction(the fully developed cost is \$600,000)	\$0	
		Total	\$0	
9	Carty Park	Bleacher Replacement		
		Construction	\$30,006	
		Total	\$30,006	
		Grand Total	\$1,333,574	Revised Award

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

16-HRPP-11490

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Oxnard

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2019**

3. The maximum amount of this Agreement is: **\$1,333,574.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 04/2017
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED	6 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. The GTC 04/2017 documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

City of Oxnard

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

214 South C Street, Oxnard, CA 93030**STATE OF CALIFORNIA**

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave., Sacramento, CA 95833

**California Department of
 General Service
 Use Only**

☒ Exempt per: SCM 4.04.A.3 (DGS
 Memo dated 6/12/81)

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****Housing-Related Parks (HRP) Program Grant****1. Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated November 16, 2016 (NOFA) and Program guidelines dated November 2016 (the "Guidelines") governing the Program.

2. Purpose

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. Scope of Work

Improvements to Durley Park, Del Sol Park, Thompson Park, Lathrop Park, Beck Park, Campus Park, Carty Park, 5 Points Property Park and Colonia Park.

EXHIBIT A

4. Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2019, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2019. For the purpose of this Agreement, no funds may be expended after June 30, 2019. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

5. Grant Amount

The total amount of this Grant is \$1,333,574.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2019. All funds must be requested by the Contractor by April 30, 2019 and expended by June 30, 2019. This Agreement shall terminate September 30, 2019.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/grants-funding/active-no-funding/hrpp.shtml>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2019, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2019, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2018, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2019.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2019 must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than July 31, 2019.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
Sacramento, California 95833

EXHIBIT D

HRPP TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/grants-funding/active-no-funding/hrpp.shtml> and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2019, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/grants-funding/active-no-funding/hrpp.shtml>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue
Sacramento, California 95833
Attention: HRP Program Manager

EXHIBIT D**3. Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

Proposed HCD Park Projects				
	Cost Estimate - HCD Grant Parks Project(s)		11/2/2017	
		HCD	Measure O	Total
	NEIGHBORHOOD PARKS			
1	Durley Park	\$537,547		
2	Del Sol Park	\$475,000		
3	Thompson Park	\$188,027	\$26,973	
4	Lathrop Park		\$110,000	
5	Beck Park		\$110,000	
6	Colonia Park	\$60,000		
7	Campus Park	\$43,000	\$117,000	
8	5 Points Property		\$278,000	
9	Carty Park	\$30,000		
10	Rose		\$30,000	
		\$1,333,574	\$671,973	\$2,005,547

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 14, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Adoption of Ordinance No. 2929 Documenting Cannabis Restrictions in the City Zoning Code

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

RECOMMENDATION:

That the City Council approves Ordinance No. 2929 amending Chapter 16 of the Oxnard City Code to prohibit cannabis and cannabis related uses unless specifically provided in individual zones, and to specifically prohibit such uses in the following zones: Commercial Office (C-O), Neighborhood Shopping (C-1), General Commercial (C-2), Central Business District (Cbd), Commercial and Light Manufacturing (Cm), Business and Research Park (Brp), Limited Manufacturing (M-L), and Light Manufacturing (M-1) Zones.

BACKGROUND

This Ordinance was introduced at the November 7, 2017 City Council meeting. If the ordinance is adopted on November 14, 2017, it will take effect after 30 days.

STRATEGIC PRIORITIES

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

Goal 1. Improve community safety and quality of life through a combination of prevention,

Adoption of Ordinance Documenting Cannabis Zoning Restrictions

November 14, 2017

Page 2

intervention, and suppression efforts that address crime and underlying issues.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

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

FINANCIAL IMPACT

The recommended actions will potentially affect state grants. Under Proposition 64, the Board of State and Community Corrections may make grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with AUMA. However, local agencies are only eligible to receive these state grant funds if they allow outdoor personal cultivation of marijuana and retail sales. At this point in time the amount of potential grant money is unclear; the amount of revenue the state will collect is unknown and local grants are last in the distribution of state marijuana tax revenues.

ATTACHMENTS:

Attachment A - Ordinance 2929

ORDINANCE NO. 2929

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 OF THE OXNARD CITY CODE TO PROHIBIT CANNABIS AND CANNABIS RELATED USES UNLESS SPECIFICALLY PROVIDED IN INDIVIDUAL ZONES, AND TO SPECIFICALLY PROHIBIT SUCH USES IN THE FOLLOWING ZONES: COMMERCIAL OFFICE (C-O), NEIGHBORHOOD SHOPPING (C-1), GENERAL COMMERCIAL (C-2), CENTRAL BUSINESS DISTRICT (CBD), COMMERCIAL AND LIGHT MANUFACTURING (CM), BUSINESS AND RESEARCH PARK (BRP), LIMITED MANUFACTURING (M-L), AND LIGHT MANUFACTURING (M-1) ZONES)

WHEREAS, on October 9, 2015 Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (“MMRSA”); and

WHEREAS, MMRSA established a state licensing scheme for commercial medical cannabis uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a state license; and

WHEREAS, on November 8, 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), which generally sets forth comprehensive statutory provisions regulating nonmedical/recreational cannabis at all levels of use and commerce; and

WHEREAS, AUMA authorizes local jurisdictions to enforce state laws and regulations for nonmedical/recreational cannabis businesses, to enact additional local requirements for nonmedical/recreational cannabis businesses, and to ban nonmedical/recreational businesses; and

WHEREAS, on June 27, 2017, Governor Brown signed into law Senate Bill 94 which created a single regulatory scheme for both medical and non-medical marijuana known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

WHEREAS, MAUCRSA retains the provisions of prior law which grant local jurisdictions control over whether cannabis businesses may operate in their jurisdictions; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, specific cannabis activities can adversely affect the health, safety, and well-being of City residents; and

WHEREAS, City regulation of cannabis activities is proper and necessary to protect the public health, safety and welfare.

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

Section 1. Section 16-10 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 16-10. DEFINITIONS.

(A) For the purposes of this chapter, the following words shall have the following meanings:

(1) **ACCESSORY BUILDING** - Any structure built for the support, shelter, or enclosure of property that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.

(2) **ACCESSORY DWELLING UNIT** - An independent living facility for one or more persons located entirely within or attached to an existing legal structure or as a detached structure that includes permanent provisions for living, sleeping, eating, cooking and sanitation, and is situated on the same parcel as an existing primary single-family dwelling, but is subordinate to and smaller than the primary dwelling.

(3) **ACCESSORY SIGN** - Any sign which advertises goods manufactured or produced, goods for sale, or services rendered on the property upon which such sign is located, also known as an on-premise sign.

(4) **ACCESSORY STRUCTURE** - A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: patio covers, gazebos, and children’s play structures.

(5) **ACCESSORY USE** - A use of property separate from, but related, subordinate and secondary to, the main use of the property.

(6) **ADULT DAY CARE FACILITY** - A State-licensed facility that provides less than 24-hour per day care to persons 18 years of age or older in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of these individuals.

(7) **ADULT HEALTH CARE CENTER** - Any family day home, day care center, or social rehabilitation center, as defined in Cal. Health and Safety Code, Section 1570.7, and licensed by the State Department of Health, which provides, on less than a 24-hour basis, nonmedical care to adults in need of personal services, protection, supervision, assistance, guidance or training essential for sustaining the activities of daily living or for the protection of the individual.

(8) **ALLEY** - Any public thoroughfare for the use of pedestrians or vehicles, not less than 10 feet nor more than 30 feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

(9) **ANTIQUÉ SHOP** - A retail business that sells works of art, furniture, decorative objects and the like, all of which are at least 30 years old.

(10) **APARTMENT** - A room or suite of rooms in a multi-family dwelling designated as a residence for one family and containing one kitchen.

(11) **APARTMENT HOTEL** - A building containing six or more apartments, designated for use as second or temporary dwellings for transient guests.

(12) **APARTMENT HOUSE** - Any building which is designed to be or is in fact occupied as the residence of two or more families living independently of each other in such building, in separate apartments, and where such apartments are rented or leased for a period of not less than one month.

(13) **AUTOMOBILE REPAIR GARAGE** - A building used for the overhaul and repair of vehicles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

(14) **AUTOMOBILE SERVICE STATION** - Any business which dispenses gasoline and which may also sell other automotive-related and nonrelated goods and services, but which excludes auto body work, complete engine and transmission overhaul and rebuilding and similar intensive vehicle-related services.

(15) **AUTOMOBILE WRECKING** - The dismantling or destruction of one or more motorcycles or motor vehicles.

(16) **BABYSITTING** - The care of one or more children by an individual in a home on a temporary basis, and without benefit of formal advertising or established hours of business.

(17) **BASEMENT** - A story partly underground with less than one-half its height above the average finished grade.

(18) **BED AND BREAKFAST INN** - An establishment, originally built as a single-family residence, operated by a resident owner and containing three to five guest bedrooms, each of which is available for rent to the general public for up to 29 consecutive days.

(19) **BEDROOM** - Any room that is or can be used for sleeping purposes, including any room other than a kitchen, bathroom, or utility service room, such as a study, den and loft.

(20) **BUILDING** - Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

(21) **BUILDING HEIGHT** - Total height of a building measured from the average finished grade at the base of the building to the highest point of the building.

(22) **BUILDING SITE** - The area, including all required yards, open space and parking, which a main building and its accessory buildings and uses occupy.

(23) **BUSINESS** - Any use of property for profit requiring a business license.

(24) **CANNABIS** - Shall have the same meaning as set forth in Business and Professions Code Section 26001(f), as that section now appears or may hereinafter be amended or renumbered.

(25) **CAR WASH (MECHANICAL)** - Any operation which provides for the washing of motor vehicles primarily through the use of mechanical equipment which may include conveyor chains, blowers, steam guns, roller brushes, high pressure vacuum units and similar equipment.

(26) **CAR WASH (NONMECHANICAL, SELF-SERVICE)** - Any operation which provides for the washing of motor vehicles by the customer, which employs persons only to check, maintain and supervise the use of the facility and equipment, and which has equipment limited to water softeners, water heaters, soap mixing tanks, low pressure vacuum units and similar equipment that produces only a low volume of sound.

(27) **CHILD CARE CENTER** - A State-licensed child care facility other than a family day care home, in which less than 24-hour per day nonmedical care and supervision is provided in a group setting for children.

(28) **CHURCH** - A building operated primarily for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters and day care centers or operations that are commercial in nature.

(29) **CLUB** - An association of persons for some common, nonprofit purpose excluding groups organized primarily to render a service which is customarily carried on as a business.

(30) **COMMERCIAL DISTRICT** - Stores and businesses located in a shopping center of more than 10 acres but less than 30 acres and designed to serve several neighborhoods.

(31) **COMMERCIAL SCHOOL** - A nonaccredited school providing training or personal improvement, such as a beauty college, dance school, business school, or gymnasium.

(32) **COMMISSION** - The planning commission of the city.

(33) **COMMON AREA** - Any area or space designed for joint use by tenants occupying mobile home parks, condominiums, planned residential groups and similar residential developments.

(34) **COMMUNITY APARTMENT PROJECT** - A project in which an undivided interest in the property is coupled with the right of exclusive occupancy of any apartment located thereon.

(35) **COMMUNITY CARE FACILITY** - A State-licensed facility maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, as further defined in Section 1502 of the Cal. Health and Safety Code.

(36) **CONDOMINIUM** - An estate in real property consisting of an undivided interest in common in a portion of a parcel of real property, together with a separate interest in space in a building on real property such as a residence.

(37) **CONGREGATE LIVING HEALTH FACILITY** - A State-licensed residential home with a non-institutional home-like environment that provides 24-hour medical supervision and skilled nursing with services for persons who are physically disabled, have a diagnosis of terminal illness, or are catastrophically and severely disabled, as further defined in Cal. Health and Safety Code, Section 1250.

(38) **CORNER LOT** - A lot having frontage on two intersecting streets.

(39) **DETACHED BUILDING** - Any building that is not physically joined to another building by a common wall.

(40) **DIRECTOR** - The city's development services director or designee.

(41) **DRIVE-IN THEATER** - A motion picture theater containing a vehicle parking area where patrons remain in their vehicles to view the entertainment presented on one or more screens.

(42) **DRIVE-THRU FACILITY** - A facility which, by its design, allows people to receive goods and/or services while remaining in their motor vehicles.

(43) **DUPLEX** - A building containing two dwelling units.

(44) **DWELLING UNIT** - A room or suite of rooms designed as a residence for one family and containing one kitchen.

(45) **EDUCATIONAL INSTITUTION** - An institution offering academic instruction or training leading to a degree, or accredited by the State, including private colleges or trade schools but not including dance schools, business schools, and similar commercial establishments.

(46) **EMERGENCY SHELTER FOR FAMILIES** - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, "disabled" means persons with special needs, including

mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions.

(47) **EMERGENCY SHELTER, PERMANENT** - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay.

(48) **EMERGENCY SHELTER, TEMPORARY** - A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a 12-month period. No individual or household shall be denied emergency shelter because of an inability to pay.

(49) **ENTERTAINMENT** - Any performance or activity defined herein; provided, however, that the term does not include vocal music or music from a single, unamplified, stringed instrument, including piano.

(50) **FAMILY** - A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses; but not including residents of commercial group living such as hotels, dormitories and fraternities.

(51) **FARMWORKER** - An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market.

(52) **FARMWORKER EMPLOYEE HOUSING** - A residential use of one or more single or multifamily dwelling units and accessory dwellings of the same type and in the same zone, and/or group quarters structures with common dining area. A farmworker housing complex does not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.

(53) **FAST FOOD RESTAURANT** - An establishment whose principal business is sale of pre-prepared or rapidly prepared food served in disposable packaging directly to the customer, for consumption either within the restaurant building or off premises.

(54) **FRONT LOT LINE** - The line dividing a lot or parcel from an officially designated street; provided, however, that if the street is without frontage, the commission shall designate the front lot line.

(55) **FRONT YARD** - The yard measured the full width of the lot, lying between the front lot line and the closest portion of the main building.

(56) **FRONTAGE** - The portion of a lot, parcel or site that abuts a dedicated public street, not an alley.

(57) **FRONTAGE OF BLOCK** - The length of a block measured between two cross streets whereon more than four lots have frontage.

(58) **GARAGE** - An accessory building or portion of the main building having a minimum of four walls, and designed and used principally for the housing of motor vehicles.

(59) **GENERAL COMMERCIAL** - Individual stores and businesses where each establishment is located on a separate lot, with separate parking and loading facilities and not in a shopping center.

(60) GUEST HOUSE - An accessory building for the housing of temporary guests, not containing a kitchen and not being rented or leased.

(61) HABITABLE ROOM - Any room used, or intended or designed to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

(62) HOME FINDING AGENCY - Any individual or organization engaged in finding homes or other facilities as defined in the Cal. Code of Regulations, for placement of persons of any age for temporary or permanent care, or adoption, including providing continuing social services to such persons.

(63) HOME OCCUPATION - Gainful employment engaged in by the occupants of a dwelling, which is incidental and subordinate to and compatible with the residential use of the property and surrounding residential uses.

(64) HOTEL - A building providing separate bedrooms or baths for the accommodation of travelers, semipermanent residents and the like, where no kitchen facility is provided, whether known as a hotel, motel, or rooming house.

(65) INLAND WATERWAY - A body of water confined to a channel which permits navigation by vessels and ships and is connected directly to the ocean.

(66) INSTITUTION - An organization having a social, educational, or religious purpose such as a school, church, hospital, club or lodge.

(67) INTERIOR LOT - A lot having lots adjoining on two sides.

(68) INTERIOR YARD SPACE - The area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in this chapter.

(69) JUNK - Scraps of copper, wood, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.

(70) KEY LOT - A lot whose side lot forms the rear lot line of a reversed corner lot.

(71) KITCHEN - Any room used, or intended or designed to be used for cooking and preparing food.

(72) LANDSCAPING - The treatment and maintenance of a yard area with predominantly vegetative materials, such as lawn or ground cover, shrubs or trees, and ornamental flagstone, brick or rock work and the like, organized in a manner designed to create or enhance a specific appearance.

(73) LARGE FAMILY DAY CARE HOME - A State-licensed facility that provides care, protection and supervision for seven to 14 children in the provider's own home for periods less than 24 hours per day, as further defined in Cal. Health and Safety Code, Section 1596.78.

(74) LOT - A parcel of real property officially subdivided and recorded prior to or according to chapter 15 of this code.

(75) LOT AREA - The number of square feet enclosed by the lot lines of a lot.

(76) LOT DEPTH - The average lineal distance between the front and rear lot lines, measured perpendicular to the front lot line.

(77) LOT WIDTH - The lineal width of a lot measured at the midpoint between the front lot line and rear lot line.

(78) **MAIN BUILDING** - The building wherein the principal use of a lot or parcel is conducted, including attached structures where more than eight lineal feet of a wall is commonly used.

(79) **MAJOR RECREATIONAL EQUIPMENT** - Items designed to be used as temporary dwellings for recreational outings, or designed to be used for other recreational purposes, such as travel trailers, trailer coaches, pickup campers, motorized dwellings, tent trailers, boats and boat trailers.

(80) **MARIJUANA** – Shall have the same meaning as cannabis.

(81) **MINI-WAREHOUSE** - Any structure designed, built or used as individual compartments for five or more occupants on a lease or rental basis for the purpose of storage of any item for a period of more than 48 hours.

(82) **MOBILE HOME** - A manufactured relocatable vehicle, other than a motor vehicle, designed or equipped for human residential habitation and for being drawn by a motor vehicle.

(83) **MOBILE HOME LOT** - A parcel of land in a mobile home park rented and used exclusively by the occupants of the mobile home located on that lot.

(84) **MOBILE HOME PARK** - A contiguous area or tract of land of at least 16 acres under single ownership which has been planned and improved for the placement of mobile homes for nontransient residential use.

(85) **MOBILE HOME STAND** - The part of a mobile home lot reserved for the placement of a mobile home.

(86) **MOBILE OFFICE** - A vehicle other than a motor vehicle designed or used as an office for industrial, professional or commercial purposes, and designed to be drawn by a motor vehicle.

(87) **MOTEL** - A building or group of buildings or units attached, semi-attached or detached, designed to serve as temporary sleeping quarters for transient persons, whether known as a motel, auto court, tourist court or bungalow court, excluding an adult motel, as defined in section 16- 336(A)(5).

(88) **MOTION PICTURE THEATER** - An establishment containing two or fewer screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(89) **MOTOR VEHICLE** - A device by which any person or property may be propelled, moved, or drawn upon a public street, excepting a device moved by human power.

(90) **MULTI-FAMILY DWELLING** - A building containing two or more dwelling units.

(91) **MULTIPLEX MOTION PICTURE THEATER** - An establishment containing three or more screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

(92) **NEIGHBORHOOD COMMERCIAL** - Stores and businesses located in a shopping center of less than ten acres and designed to serve a local neighborhood rather than several neighborhoods.

(93) **NONACCESSORY SIGN** - A sign which advertises products, services or other uses not associated with any use established on the premises on which such sign is located, also known as an off-premise sign and including, but not restricted to, billboards and outdoor advertising structures.

(94) **NONCONFORMING** - Buildings or uses which become not permitted or not in compliance with zoning regulations by reason of changes in the zoning regulations or land use zone classification of the property on which such building or uses are located.

(95) OCCUPIED AREA - That area of an individual mobile home lot which has been covered by a mobile home and its accessory structures.

(96) PARKING SPACE - A rectangular space, clearly delineated on the ground or pavement, of dimensions required elsewhere in this chapter, to be used for the parking or stopping of motor vehicles.

(97) PARKING STRUCTURE - A structure used for the parking of vehicles where parking is accommodated on two or more levels.

(98) PATIO - A deck or paved area not extending above the first floor level of a building and open to the sky.

(99) PATIO SHELTER - A covered shelter for semi-outdoor recreational activities, which is enclosed on no more than two sides, whether or not the remaining two sides are partially enclosed by a low wall, supporting structural members, lattice work, louvers, screens and the like.

(100) PAWNSHOP - An establishment that engages in the business of loaning money on the security of pledges of personal property, and purchasing and selling personal property.

(101) PERGOLA - An open-work structure or lattice having at least 50% of its roof open to the sky.

(102) PERMANENT STORAGE - The storage of any item of personal property for a period of more than 48 hours.

(103) PERMANENT STRUCTURE - Any object having a solid foundation or fixed location on the ground.

(104) PRIMARY DWELLING UNIT - The main residential structure containing one dwelling unit located on a single-family lot.

(105) PRIVATE SCHOOL - An accredited private school or college providing academic or trade education.

(106) PRIVATE STREET - A privately owned vehicular right-of-way used as access by two or more lots which do not have frontage on a public street.

(107) PRODUCT ASSEMBLY PLANT - Production facilities primarily engaged in final or partial assembling or packaging of premanufactured, treated, or fabricated components, materials or products.

(108) PUBLIC CAMPGROUND - A public area wherein major recreational equipment may be placed as temporary dwellings.

(109) PUBLIC PARKING LOT - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

(110) QUARRY - Any premises or site from which rock, sand, gravel, stone, earth, soil or any other mineral is removed or excavated for the purpose of sale, excluding the necessary grading or excavating of a building site under a valid building permit.

(111) REAR LOT LINE - The lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot; provided, however, that the planning commission shall designate the rear lot line for through lots.

(112) REAR YARD - The yard measured the full width of the lot, lying between the rear lot line and the nearest portion of the main building.

(113) RECREATION COMMERCIAL - Indoor or outdoor sport, game, or recreational activity which may occur within a building or as outdoor activities, including but not limited to arenas, stadiums, rinks, golf courses, ranges, auditoriums, or theaters.

(114) **REQUIRED YARD** - The yard area required by this chapter.

(115) **RESEARCH AND DEVELOPMENT** - Facilities or establishments primarily performing research or development of industrial or scientific products.

(116) **RESIDENTIAL CARE FACILITY FOR THE ELDERLY** - A housing arrangement of residents at least 60 years of age, where personal care and supervision are provided, as defined in Section 1569.2 of the Cal. Health and Safety Code.

(117) **REVERSED CORNER LOT** - A corner lot whose rear lot line abuts the side lot line of an adjoining lot.

(118) **SCRAP METAL PROCESSING FACILITY** - Any property which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(119) **SENIOR AND/OR SENIOR ASSISTED LIVING RESIDENTIAL FACILITY** - A State-licensed residential facility with seven or more residents that provides a range of community dining and/or recreation areas integrated with individual apartment units that may have individual cooking facilities; that provides at least one non-medical and/or medical support service to residents such as housekeeping, laundry, media room facility, library, hair care, recreation, and transportation services; that is restricted to qualifying residents or senior citizens as those terms are defined in Cal. Civil Code, Section 51.11; that may include a secure area(s) for residents with limited memory or cognitive abilities and/or limited physical mobility; and that is subject to the regulations for Planned Residential Groups set forth in section 16-466 of this code.

(120) **SIDE LOT LINE** - All other lot lines that are not front or rear lot lines.

(121) **SIDE STREET** - A street providing secondary frontage to a lot, and having an angle between 45 to 140 degrees at its intersection with the street providing principal frontage for the lot in question.

(122) **SIDE YARD** - The yard lying between the side lot line and the closest portion of the main building and between the front and rear yards.

(123) **SINGLE-FAMILY DWELLING** - A building containing one dwelling unit whether built as a detached building or as an attached townhouse type of unit that does not involve common ownership or adjacent parcels of real property. The definition of single family dwelling does not include Farmworker Employee Housing, but shall include Farmworker Employee Housing projects with six or fewer residents as allowed by State law.

(124) **SMALL RESIDENTIAL HEALTH OR CARE FACILITY** - A facility licensed, authorized or certified by the State that provides nonmedical health or care services to six or fewer persons (except as otherwise provided herein), which State statutes identify as a residential use of property subject only to standards and restrictions applicable to other dwellings of the same type in the same zone, including but not limited to: a congregate living facility, as defined in Cal. Health and Safety Code Section 1250, having no more than six beds; an intermediate care facility/developmentally disabled habilitative, as defined in Cal. Health and Safety Code Section 1250, serving no more than six persons; an intermediate care facility/developmentally disabled-nursing, as defined in Cal. Health and Safety Code Section 1250, having no more than six beds; a State-licensed residential care facility, as defined in Cal. Health and Safety Code Section 1568.01, serving no more than six persons; a small family day care home serving no more than eight children, as defined in Cal. Health and Safety Code Section 1596.78; a pediatric day health and respite care facility, as defined in Cal. Health and Safety Code Section 1760.2, having no more than six beds; an alcoholism or drug abuse recovery or treatment facility, as defined in Cal. Health and Safety Code Section 11834.02, serving no more than six persons; and a State-

authorized, certified or licensed family care home, foster home or group home providing care on a 24-hour a day basis to six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children, as referred to in Cal. Welfare and Institutions Code Section 5116.

(125) **STORY** - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above; also, if the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined herein for more than 50% of the total perimeter or is more than 12 feet above grade as defined herein at any point, such basement, cellar or unused underfloor space shall be considered as a story.

(126) **STREET** - Land dedicated to or owned by a city, county, or State and designated as a public right-of-way, but not including an alley as defined herein.

(127) **STRUCTURAL ALTERATIONS** - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

(128) **STRUCTURE** - A man-made object other than ornamental statuary, having a permanent location on the ground, and more than six inches above the finished grade.

(129) **SUBTERRANEAN GARAGE** - Any enclosed motor vehicle storage area of which any portion extends below the average grade of the project site.

(130) **SUPPORTIVE HOUSING** - Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone.

(131) **SWAP MEET** - Any indoor or outdoor facility containing multiple tenant spaces, stalls or booths from which new or used merchandise, crafts, or food are sold, exchanged or bought by separate vendors. An admission fee may or may not be charged. Any facility bearing the name of, or otherwise being promoted as a swap meet or flea market, shall constitute a swap meet for purposes of this chapter.

(132) **TANDEM PARKING SPACE** - A parking space located so that it abuts a second parking space, such that vehicular access to that second space can be made only through the abutting space.

(133) **THEATER** - A motion picture theater or an establishment regularly featuring live performance of dramatic productions for any form of consideration.

(134) **THRIFT STORE or SECONDHAND STORE** - A retail business that engages or specializes in the sale of previously owned, secondhand or used merchandise, in which the area devoted to such merchandise is larger than 25% of the total floor area devoted to retail sales; provided, however, that this definition does not include antique shops or specialty retail stores that sell only one type of used merchandise, including but not limited to used record stores, used bookstores, used furniture stores, and sports trading card stores.

(135) **THROUGH LOT** - An interior lot whose front and rear lot lines both abut public streets.

(136) **TIMESHARE** - Dwelling units or commercial transient quarters (such as hotel or motel rooms) divided for purposes of marketing and sale into at least 12 annual time segments of

not less than one week or more than 30 days during which the units or quarters may be occupied, with the annual right of occupancy extended over a specified period of time.

(137) TOWNHOUSE - A single-family dwelling unit attached to one or more other single-family dwelling units with each dwelling unit occupying a separate lot.

(138) TOWNHOUSE CONDOMINIUM - A townhouse, having associated with it an undivided interest in common in a parcel of real property that is contiguous with the townhouse lots.

(139) TRADITIONAL BED AND BREAKFAST - An establishment which contains no more than two guest bedrooms each of which is available for rent to the general public for up to 29 consecutive days.

(140) TRAILER - A vehicle designed to be towed behind an automobile or truck.

(141) TRAILER PARK - Any area where one or more mobile homes are located.

(142) TRANSIENT - A tourist or other person abiding in the city for a short period of time.

(143) TRANSITIONAL HOUSING - Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services are provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code Sections 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone.

(144) USE - Utilization of property or buildings for a specific purpose.

(145) USE AREA - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

(146) USED CAR JUNK AREAS - Any property which is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

(147) VEHICLE - Automobile or two-axled truck, customarily used for private transportation, including self-propelled motor homes, recreational and off-road vehicles, utility and travel trailers, and boats and boat trailers.

(148) WORK/LIVE - A business establishment, part of which may be used as an accessory dwelling unit by the business operator or employee.

(149) YARD - An open area on a private lot or parcel, unobstructed by buildings or structures from the ground to the sky, except by encroachments permitted in this chapter.

(150) YARD AREA - The area of yard on a given lot expressed in numbers of square feet.”

Section 2. Section 16-115 is added to the Oxnard City Code to read as follows:

“SEC. 16-115. CANNABIS USES PROHIBITED.

All cannabis-related uses are prohibited in the C-O Commercial Office Zone.”

Section 3. Section 16-124 of the Oxnard City Code is amended to read as follows:

“SEC. 16-124. PROHIBITED USES.

The following uses shall not be permitted in the C-1 zone:

- (A) New residential uses. Existing residential uses shall be subject to the provisions herein;
- (B) Conversion of dwellings to commercial uses unless a special use permit is approved as provided in sections 16-530 through 16-553;
- (C) Drive-in or take-out café or restaurant;
- (D) Food delivery, catering or food pickup or take-out establishments;
- (E) Bars, cocktail lounges and the like;
- (F) Liquor stores;
- (G) Advertising structures other than those permitted in article IX of this chapter; and
- (H) Cannabis-related uses.”

Section 4. Section 16-143 is added to the Oxnard City Code to read as follows:

“SEC. 16-143. CANNABIS USES PROHIBITED.

All cannabis-related uses are prohibited in C-2 General Commercial Zone.”

Section 5. Section 16-149 of the Oxnard City Code is amended to read as follows:

“SEC. 16-149. PROHIBITED USES.

The following uses are prohibited in the CBD zone and shall not be considered similar uses as determined by the manager:

- (A) Bars which are not accessory to restaurants;
- (B) Drive-in restaurants/drive-through restaurants;
- (C) Internally illuminated outdoor vending machines visible from a public street or public parking lot;
- (D) Massage therapy not located on the same premises as and as an ancillary use to a medical office, or to premises where active exercise activities are performed for the purpose of physical fitness, or to premises where personal grooming services are provided;
- (E) Mini-warehouses and self storage facilities;
- (F) Outdoor advertising signs (billboards);
- (G) Outdoor storage and assembly, except as otherwise permitted by this chapter;
- (H) Social services (including soup kitchens, charitable food distribution centers, drug/alcohol treatment and rehab centers that serve more than six persons) and emergency shelters;
- (I) Swap meets;
- (J) Thrift stores and secondhand stores; and
- (K) Cannabis-related uses, including the sale or production of products containing cannabis or cannabis components.”

Section 6. Section 16-164 of the Oxnard City Code is amended to read as follows:

“SEC. 16-164. PROHIBITED USES.

The following uses are prohibited in the C-M zone:

- (A) Residential uses, except as permitted in sections 16-162 and 16-163. Existing residential uses shall be considered to be nonconforming uses;
- (B) Conversion of dwellings to commercial manufacturing uses;
- (C) Any combination of residential and nonresidential uses at the same time on a lot or in any structure thereon;
- (D) Trailer parks or mobile home parks that rent to transients;
- (E) Advertising structures other than those permitted in article IX of this chapter;
- (F) Cannabis-related uses, including manufacturing, compounding, processing, packaging and/or treatment of products containing cannabis or cannabis components; and
- (G) Any commercial use not specifically permitted by sections 16-162 or 16-163.”

Section 7. Section 16-178 of the Oxnard City Code is amended to read as follows:

“SEC. 16-178. PROHIBITED USES.

The following uses are prohibited in the BRP Zone:

- (A) Residential uses other than caretakers and senior and/or senior assisted living residential facility;
- (B) Commercial retail sales other than those permitted or conditionally permitted in this district;
- (C) Mini-warehouses;
- (D) Manufacturing processes involving explosive or hazardous materials;
- (E) Outdoor storage or assembly;
- (F) Outdoor advertising signs (billboards);
- (G) Scrap metal processing facility;
- (H) Automobile or truck service not in conjunction with an automobile service station; and
- (I) Cannabis-related uses, including the growing of cannabis and the manufacturing, compounding, processing, packaging and/or treatment of products containing cannabis or cannabis components.”

Section 8. Section 16-191 of Oxnard City Code is amended to read as follows:

“SEC. 16-191. PROHIBITED USES.

The following uses are expressly prohibited in the M-L zone:

- (A) Commercial retail uses, except for the adult businesses referred to in section 16-188;
- (B) Multiple-family dwellings and motels;
- (C) Single-family dwellings, except as provided in this division;
- (D) Radio, television and microwave transmission towers;
- (E) Goods or products that are hazardous, toxic or obnoxious, and obnoxious industrial uses that adversely affect the environment or exhibit an unusual degree of hazard; and
- (F) Cannabis-related uses, including the growing of cannabis and the manufacturing, compounding, processing, packaging and/or treatment of products containing cannabis or cannabis components.”

Section 9. Section 16-226 of the Oxnard City Code is amended to read as follows:

“SEC. 16-226. PROHIBITED USES.

The following uses are expressly prohibited in the light manufacturing zone:

- (A) Single-family dwellings, except as provided in section 16-225;
- (B) Multiple-family dwellings, hotels and motels;
- (C) Commercial retail uses, except for the adult businesses referred to in section 16-221 and except as provided in section 16-223;
- (D) Obnoxious industrial uses, which adversely affect the environment or which exhibit an unusual degree of hazard;
- (E) Off-site nonaccessory signs or billboards;
- (F) Work/live uses; and
- (G) Cannabis-related uses, including the growing of cannabis and the manufacturing, compounding, processing, packaging and/or treatment of products containing cannabis or cannabis components.”

Section 10. Section 16-251 is added to the Oxnard City Code to read as follows:

“SEC. 16-251. CANNABIS USES PROHIBITED.

All cannabis-related uses, including the growing of cannabis and the manufacturing, compounding, processing, packaging and/or treatment of products containing cannabis or cannabis components, are prohibited in the M-2 Heavy Manufacturing Zone.”

Section 11. Section 16-258 of the Oxnard City Code is amended to read as follows:

“SEC. 16-258. PROHIBITED USES

The following uses are expressly prohibited in the C-R zone:(A) Feed lots; and
(B) Cannabis-related uses, including the growing of cannabis and the sale of cannabis and any products containing cannabis or cannabis components.”

Section 12. Section 16-330 of the Oxnard City Code is amended to read as follows:

“SEC. 16-330. GENERAL PROHIBITIONS.

Except as may be specifically provided in individual zones, the following prohibitions shall be in force:

- (A) Area and yard regulations - No building shall be erected, nor shall any existing building be moved, structurally altered, added to, enlarged, reconstructed or rebuilt, nor shall any open spaces surrounding any building be encroached upon or reduced in any manner except in conformity with the building site requirements and the area and yard regulations established by this chapter for the zone in which such building is located.

(B) Height limit - No building shall be erected, nor shall any existing building be moved, structurally altered, added to or enlarged, to exceed in height the limit established by this chapter for the zone in which such land, building or premises is located.

(C) Nonconforming use limitation - While a nonconforming use exists on any lot no other use of more restricted classification shall be permitted, even though such other use would otherwise be a conforming use.

(D) Use limitation in zones - No building or other improvement shall be erected or moved onto any lot or other parcel of real property, and no existing building shall be moved into, reconstructed, structurally altered, added to or enlarged, nor shall any land, building improvement or premises be used, or arranged, for any purpose other than a use permitted in the zone in which the same are located.

(E) Yard limitation - No yard or other open space provided about any building complying with the regulations of this chapter or amendments thereto shall be considered as providing a yard or open space for any other building or structure.

(F) Cannabis-related uses – No cannabis-related uses are allowed.”

Section 13. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 14. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City’s Zoning Code.

Section 15. Exempt from CEQA. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 16. 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 days before the City Council’s adoption of the ordinance.

Section 17. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (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. 2929 was first read on November 7, 2017, finally adopted on November 14, 2017, to become effective thirty (30) 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
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: November 14, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in cursive script, appearing to read "Michelle Ascencion".

SUBJECT: Minutes of the September 12, 2017, September 19, 2017, and September 26, 2017, Regular Meetings.

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

RECOMMENDATION:

That the City Council approve the Minutes 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.

ATTACHMENTS:

Attachment A: Minutes 09.12.2017 CC regular meeting

Attachment B: Minutes 09.19.2017 CC regular meeting

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Attachment C: Minutes 09.26.2017 CC,SA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 September 12, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:37 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Edward Castillo.

C. CLOSED SESSION

The Mayor read the following closed session statement:

“The City Council will recess to a closed session pursuant to Government Code section 54957.6(a), to provide instructions to the City’s negotiator regarding the position of City Attorney.

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.”

At 4:40 p.m., the City Council recessed to a closed session. At 6:10 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Phillip Molina, City Treasurer; Thien Ng, Interim Public Works Director; Scott Whitney, Police Chief; Scott Brewer, Emergency Services Manager; Trish Honigsberg, Public Works Outreach/Education Specialist; Eric Hummel, Public Works Sustainability Coordinator; Kathleen Mallory, Planning Division Manager; Kenneth Rozell, Assistant City Attorney; and Nathan West, CUPA Coordinator.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating September 16, 2017 as “Coastal Clean-Up Day.”

Mayor Flynn read the proclamation and presented it to the Public Works Outreach/Education Specialist, who made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating September 17, 2017 as “Hispanic Heritage Month.”

Mayor Flynn read the proclamation and presented it to Mexican Consulate Deputy Consul Karina Blas, Consul of Documentation Patricia Loranzo, and Consul of Administration Airy Devesa, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Mayor Flynn announced that Item M-1 is removed from the agenda.

Public comments were received from Dan Pinedo (potential recall), Aaron Greer (potential recall), Armando Vasquez (“Latino Visions” art presentation), Sumie Mishima (infrastructure), Renee Aiu (development at Channel Islands Harbor), Martin Jones (Council districts), Walter Hagedohm (short term rentals), Len Shulman (potential recall), Woodrow Thomas Sr. (public safety), Connie Korenstein (development at Channel Islands Harbor), Tony Rondinella (short term rentals), Lauraine Effress (infrastructure), Sarah Kaplan (upcoming Disaster Preparedness Fair), George Miller (potential recall, recent State of the Neighborhoods presentation, sanctuary city vote), Debbie Mitchell (potential recall), Bill Higgins (development at Channel Islands Harbor and potential recall), Pat Brown (Miami Dolphins practice camp, recent proposed developments), Juan Vasquez (restrooms in Downtown), Larry Barbarine (public safety, SCR-3 levy, Multicultural Festival), and Alicia Purcell (potential recall).

Councilman MacDonald announced that the upcoming meeting of the California Coastal Commission scheduled for September 14, 2017 had been cancelled.

G. REPORT OF CITY MANAGER

The City Manager commented on the recent INCO State of the City presentation. He reported on the recent Firefighter Academy graduation, and stated that the Fire Department is now fully staffed. He announced that the City has been certified as “Storm Ready” and “Tsunami Ready” by the National Weather Service. He introduced the new Emergency Services Manager, who made some remarks. He commented on the Miami Dolphins’ temporary practice camp in Oxnard while displaced from their home fields due to the recent hurricanes.

H. CITY COUNCIL REPORTS

Councilmember Madrigal commented on the recent hurricanes and the Miami Dolphins. He reported on attending the July Meet Up Clean Up event at Campus Park, the Seabee anniversary celebration, the La Colonia neighborhood cleanup, and Chief Whitney’s Pastors Forum. He commented on improving the high school A-G requirements for students in Oxnard via new Upward Bound programs at Oxnard College and Channel Islands High School. He reported on attending the PAL Police/Fire basketball game, Assemblywoman Irwin’s backpack giveaway, the Cal State Channel Islands cleanup service event, National Night Out events, and the INCO State of the Neighborhoods presentation. He expressed support for those affected by changes in Deferred

Action against Childhood Arrivals (“DACA”) legislation and spoke of 9/11 heroism and remembrance.

Mayor Pro Tem Ramirez praised those who helped others during the 9/11 tragedy and the recent hurricanes, commented on earthquake preparedness, expressed concern for those affected by changes in “DACA” legislation, commented on the recent passing of musician Alicia Juarez, and recognized Jack Villa for his efforts with the Inter Neighborhood Council Organization (INCO).

Councilman MacDonald reported on attending National Night Out, the INCO State of the City Presentation, and the PAL basketball game. He honored first responders for their work in saving lives during the hurricanes and 9/11.

Councilmember Perello commented on FEMA and the possibility of flooding in the City. He reported on attending a recent Veterans Event and visiting the Hueneme Museum. He reported on attending the La Colonia neighborhood cleanup, the Police Chief’s Clergy Council, the Utilities Task Force meeting, the Southwinds park dedication, the Ventura Regional Sanitation District meeting, and a graffiti cleanup with Cal State Channel Islands. He stated that restrooms are needed Downtown. He commented on the State of the Neighborhoods presentation and thanked the INCO Board. He commented on the need for Council districts and requested monthly reports of the General Fund balance.

1. SUBJECT: City Council Committees.

RECOMMENDATION: That the City Council:

1. Consider restructuring the current City Council committees,
2. Direct the City Attorney to prepare additions and revisions to the Procedures Manual and City Code to reflect the purpose, structure and mission of existing and new City Council committees, and
3. Approve a time line for implementing changes to the City Council committee structure.

Mayor Flynn gave a report. Public comments were received from George Miller and Dan Pinedo. Discussion ensued among the Council and staff.

Additional public comments were received from Greg Runyon, Phillip Molina, and Woodrow Thomas Sr. Further discussion ensued. It was suggested that the Council hold a workshop to further explore the concept of implementing a committee structure.

At 8:22 pm the Council took a brief break; the meeting reconvened at 8:31 p.m.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-4, K-7, and K-8 were pulled for discussion.

Regarding K-4: Councilmember Perello inquired about the proposed amendment. The Cultural and Community Services Director responded.

Regarding K-7: Councilmember Perello inquired about the proposed parcel map. The Planning Division Manager responded. Discussion ensued among the Council and staff.

Regarding K-8: Councilmember Perello inquired about the fiscal impact of the proposed resolution. The CUPA Coordinator responded. Discussion ensued among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from George Miller and Dan Pinedo.

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement for Special Counsel for Rice Avenue/Santa Clara Avenue Interchange Improvements Over Highway 101.
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute the First Amendment to Attorney Services Agreement (Agreement No. 6540-14-CA) with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") to increase the amount by \$380,000 for a total not to exceed amount of \$480,000.
 2. Authorize the budget appropriation in the amount of \$380,000 from the Capital Outlay Fund 301.

City Clerk Department

2. SUBJECT: Minutes of the June 5, 2017 Special Meeting, June 6, 2017 Regular Meeting, and June 7, 2017 Special Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

3. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. Governor's Office of Emergency Services ("CAL OES") {A-8008} for temporary transfer of vehicular equipment (fire engine).
 - B. Google/Waze (A-7967) for City's participation in Waze Connected Citizens Program. There is no cost for the data sharing.
 - C. CIRGIS Collaborative Business Office (A-7990) for regional aerial imagery project (\$46,000).
 - D. Shute Mihaly & Weinberger, LLP (7002-15-CA) for continued legal representation before the CA Public Utilities Commission and the California Energy Commission in relation to the proposed new NRG electrical generating facility at Mandalay Beach (\$250,000).
 - E. Crafc0, Inc. to purchase cold asphalt material for street repairs (\$50,000).

Cultural and Community Services Department

4. SUBJECT: Performing Arts Center Agreement Extension.

RECOMMENDATION: That City Council approves an extension of the Agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts and Convention Center through June 30, 2018.

5. SUBJECT: RSVP Grant Recycle.

RECOMMENDATION: That City Council:

- 1) Recognize revenue in the amount of \$16,944 and authorize a budget appropriation in the amount of \$7,262 of matching funds for the Retired and Senior Volunteer Program grant.
- 2) Authorize the City Manager or designee to execute grant agreements and the Finance Director or designee to submit financial reports and grant claims.

Development Services Department

6. SUBJECT: Notice of Pending Approval – Parcel Map No. 17-300-05.

RECOMMENDATION: Receive and file only.

7. SUBJECT: Notice of Pending Approval – Parcel Map No. 13-300-03.

RECOMMENDATION: Receive and file only.

Fire Department

8. SUBJECT: Adjustment of State Surcharge Fees for Certified Unified Program Agency (CUPA) Services and Permits.

RECOMMENDATION: That City Council adopts **Resolution No. 15,050** adjusting the existing State General Oversight Surcharge and Underground Storage Tank Surcharge fees.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor on Items K-1 through K-6, and K-8. Madrigal and Perello voted against Item K-7, with Perello stating that the flooding predictions raised at the recent FEMA meeting have not been addressed. Items K-1 through K-6, and K-8 were approved 5-0; Item K-7 was approved 3-2.

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Financial Plaza Tower III Development Agreement Amendment.

RECOMMENDATION: That City Council:

- 1) Adopt Addendum No. 2017-01 to Final Environmental Impact Report (FEIR) No. 1989-04 and imposition of mitigation measures identified within said Addendum on the parcels known as APN: 142-0-022-615 and 142-0-022-625, subject to certain findings and conditions; and
- 2) Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 16-670-01 (Amendment No. 1 to Development Agreement No. 02-670-01) for one year, subject to certain findings and conditions.

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

The Planning Division Manager gave a report. Applicants Jim Brooks and Fernando Villa of Topa Management Company gave a presentation.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Pat Brown, George Miller, and Woodrow Thomas Sr.

Mayor Pro Tem Ramirez moved to close the public testimony portion of the public hearing; the Council approved unanimously. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff's recommendation for a one-year extension, with a proviso that it will be denied for a second year if there is no activity. VOTE: Perello and Ramirez voted in favor; Flynn, MacDonald, and Madrigal voted against. With a 2-3 vote, the motion failed.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation for a one-year extension. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted no. The motion carried 4-1.

M. REPORTS

Development Services Department

1. SUBJECT: Consideration to Authorize Establishment of a Development Agreement Negotiating Team and Approval Payment of Affordable Housing Fees for the Avalon Subdivision Project Located on the Southeast Corner of West Fifth Street and Harbor Boulevard. Filed by Oxnard Dunes, LLC.

(Item M-1 was removed from the agenda. Item M-3 was considered ahead of M-2.)

3. SUBJECT: Payment of Past and Future Utility Bills from the Channel Islands Beach Community Services District for Services Within the Channel Islands Harbor Relating to Parks and Street Medians.

RECOMMENDATION: That City Council approve a motion that:

1. Authorizes payment of past utility bills from the Channel Islands Beach Community Services District for services provided within the Channel Islands Harbor for park and median landscaping and maintenance of bathrooms; and
2. Authorizes payment of utility services provided by the Channel Islands Beach Community Services District within the Channel Islands Harbor for park and median landscaping and maintenance of bathrooms through December 31, 2017; and
3. Makes a specific finding that a public purpose exists for the payment of such utility bills because the utility services are necessary for park and median landscaping and maintenance of bathrooms within the Channel Islands Harbor that benefit the residents of the City of Oxnard and visitors to the City of Oxnard.

The Interim Public Works Director gave a report. Public comments were received from Lyn Kreiger, Bill Higgins, Sumie Mishima, Debbie Mitchell, and Diane Delaney. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(As it was after 10:00 p.m., the City Council voted unanimously for the remaining agenda item to be considered.)

Public Works Department

2. SUBJECT: Urban Greening Grant Application and Oxnard Green Alleys Plan Adoption.
RECOMMENDATION: That City Council:
 1. Adopt the Oxnard Green Alleys Plan.
 2. Adopt **Resolution Nos. 15,051 and 15,052** authorizing the City Manager to submit an application for \$1,016,647 in the State of California Natural Resource Agency Urban Greening Program grant funds, to be used for green alleys within and serving disadvantaged communities.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:08 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 September 19, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:33 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present.

Staff members present were Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Alicia Percell.

C. CLOSED SESSION

The Mayor 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 on two cases. The titles and case numbers of the litigation being discussed are:

1. City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA; and
2. Aaron Starr v. City of Oxnard, Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.”

At 4:38 p.m., the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Greg Nyhoff, City Manager; Ashley Golden, Development Services Director; Phillip Molina, City Treasurer; Thien Ng, Interim Public Works Director; Scott Whitney, Police Chief; Eden Alomeri, Assistant City Treasurer; Jefferson

Billingsley, Assistant City Attorney; Robert Hearne, City Engineer; Eric Sonstegard, Assistant Police Chief.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of September 17–23, 2017 as “Constitution Week.”

Mayor Flynn read the proclamation and presented it to Matt Nehmer, Ph.D., Executive Director of the Santa Barbara and Ventura Colleges of Law.

Public comments were received by Mike Smith, Deborah Baber Savalla, Rolando and Gloria Chinae, George Miller, Peter Godinez, Edward Castillo, and Woodrow Thomas Sr.

2. SUBJECT: Presentation by the Ventura County Civic Alliance and Oxnard Union High School District Regarding the Second Annual Linked Learning Summer at City Hall Program.

Remarks were made by David Maron of the Civic Alliance, Dr. Tom McCoy of OUHSD, the Assistant Police Chief, Jaime Moreno of OUHSD, and student Ashley Hernandez.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Dan Pinedo (potential recall), Denis O’Leary (invitation to speak in classroom, recent accident on Ventura Road), Jackie Tedeschi (emergency preparedness), Woodrow Thomas Sr. (offered paralegal services, contract safeguards), Timothy Gingrass (speed bumps), Ramon Lopez (La Colonia neighborhood cleanup event), Renee Ostrove (proposed a dog park in Oxnard Shores), Aaron Greer (recent accident on Ventura Road, potential recall), Edward Castillo (checks and balances), George Miller (emergency preparedness, checks and balances), Pat Brown (checks and balances), Abel Magana (art in the Downtown), Soledad Trevino (potential recall), and Alicia Percell (potential recall).

G. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Ventura County Civic Alliance Annual Report.
RECOMMENDATION: That City Council receive the Annual Report from the Ventura County Civic Alliance.

David Maron, Vice Chair of the Ventura County Civic Alliance Executive Committee, gave a presentation. Discussion ensued among the Council and Mr. Maron.

H. REPORT OF CITY MANAGER

The City Manager reported on street resurfacing projects currently underway. He announced the City’s recent Beacon Spotlight platinum award from the League of California Cities/Institute for Local Government for instituting sustainability best practices. He commented on the recent

Standard & Poor's downgrade of the General Fund bond ratings, the Downtown Manager recruitment process, and the Miami Dolphins' recent practice camp held in Oxnard.

Public comments were received by George Miller and Woodrow Thomas Sr. (after City Council Reports).

I. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the Fiestas Patrias parade and a Pacifica football game, and commented on the recent retirement of police officer Umberto Jimenez.

Mayor Pro Tem Ramirez reported on attending the Fiestas Patrias parade, the Third Street Murals event, the State Natural Resources department visit tour for the Green Alleys Program, and the energy commission's hearing on the proposed Puente power plant. She expressed support for the Laborers Union International resolution opposing Edison's proposed increase. She commented on emergency preparedness in the wake of the recent devastating earthquake in Mexico City, and the recent screening of the film "Delores" about the life of Delores Huerta.

Councilman MacDonald reported on attending the recent transportation roundtable, "Mobility 21." He commented on a KDF Brewmaster competition that featured the use of reclaimed water. He announced that the Ventura County Transportation Commission dispute with Fillmore Western Railway has finally been resolved.

Councilmember Perello commented on Standard & Poor's recent report and requested a special City Council workshop regarding the city's financial crisis. He commented on the city's Financial Advisor contract, the La Colonia "green alleys" tour, beach cleanup events, the recent emergency preparedness event, and upcoming County Health Department free flu shot events. He commented on the SCR-3 levy project's contractor Rock Structures, and the Rio School District's grand opening of a new school.

Mayor Flynn commented on pension obligations bonds, the city's reserve policy, and developing a more vigorous council committee structure. He reported on the recent Fiscal Policy Task Force meeting, where there was discussion on best practices in the City Treasurer's Department, benchmarking with other cities, and the certification of the city's investment policy. Discussion ensued.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-2(D) and L-4 were pulled for discussion.

Regarding L-2(D): Mayor Pro Tem Ramirez and the Development Services Director discussed the Downtown parking study.

Regarding L-4: Councilmember Perello made a motion to amend the recommendation to the item to not allow any additional extensions after one year. Discussion ensued among the Council and staff. The motion died for lack of a second.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

L. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the June 13, 2017 Regular Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. County of Ventura (A-7218) for cultural heritage review services (\$57,000).
 - B. WestRux, International, Inc. (Purchase Order No. 6470) to purchase a replacement engine for a 2001 Kenworth semi-tractor used to transport waste to the landfills (\$28,693).
 - C. Motorola Solutions (Purchase Order No. 6482) to purchase 16 portable radios, microphones, chargers and batteries to be used by the Firefighters (\$84,453).
 - D. Stantec Consulting Services (6856-14-CM) to conduct a downtown parking study (\$27,700).

Development Services Department

3. SUBJECT: Notice of Pending Approval – Parcel Map No. 17-300-06.
RECOMMENDATION: Receive and file only.
4. SUBJECT: Adoption of Ordinance No. 2922, Pertaining to Financial Plaza Tower III Development Agreement Amendment.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2922** (by title only, further reading waived), approving the First Amendment to Development Agreement No. 02-670-01 (PZ Permit No. 16-670-01); and adopting Addendum No. 2017-01 to Final Environmental Impact Report No. 89-4 for the Financial Plaza Tower III, and imposing mitigation measures identified within said addendum.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item L-4, stating he felt the citizens were being “shafted” 25 years in a row due to the multiple extensions that have been granted to the project. The motion carried 5-0 on items L-1, L-2, and L-3; and 4-1 on item L-4.

M. REPORTSCity Treasurer Department

1. SUBJECT: Stale Dated Checks and Unclaimed Funds.
RECOMMENDATION: The Treasurer recommends that Council receive a report on

stale dated checks and unclaimed funds, confirm support for the actions and time tables provided and file this report.

The City Treasurer and Assistant City Treasurer gave a report.

Public comments were received from Jackie Tedeschi, Peter Godinez, and Woodrow Thomas Sr.

Discussion ensued among the Council and staff. No action was taken.

Public Works Department

2. SUBJECT: Award Contract for La Colonia Neighborhood Street Improvement Project Phase I PW 15-03.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-7999 with Toro Enterprises, Inc., in the amount of \$1,116,575 for the La Colonia Neighborhood Street Improvement Project Phase I PW 15-03.
2. Approve an additional appropriation of \$120,000 as a contingency for the La Colonia Resurfacing Project No. 143116.

The City Engineer gave a report. Public comments were received from Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:17 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 September 26, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:34 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

The Mayor read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiators, Ruth Osuna, Assistant City Manager, and Kymberly Horner, Economic Development Director, concerning negotiations with George and Manal Jobeh regarding the potential sale of real property located at 852 South A Street.

The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Michelle and Greg Kenney, and Garcia, Barajas Company, Inc., regarding the potential sale of real property located at 740 South B Street.

The Successor Agency will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Nuris Elena Dante and Juan Carlos Guerrero and Daniel Guerrero, regarding the potential sale of real property located at 720 South B Street.”

The City Attorney announced that the closed session item regarding the Sports Park property has been postponed.

At 4:37 p.m., the City Council recessed to a closed session. At 6:05 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were instructions given to the City’s negotiators and the Successor Agency’s negotiators for the listed properties, and there was no final action taken.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Arturo Casillas, Housing Director; Steve Naveau, Human Resources Director; Thien Ng, Interim Public Works Director; Kevin Baysinger, Police Commander; Sharon Giles, Acting Investigations Bureau Commander; Tammy Gutierrez, Treasury Supervisor; Karl Lawson, Housing Compliance Services Manager; and Eric Sonstegard, Assistant Police Chief.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October 2017 as “Domestic Violence Awareness Month.”

Mayor Flynn read the proclamation and presented it to the Acting Investigations Bureau Commander and Claudia Quezada of Lideres Campesinas, who made some remarks.

2. SUBJECT: Presentation of the Annual Community Relations Commission Community Recognition Awards.

The Community Relations Commissioners presented the Community Recognition awards to Ashley Limon (Outstanding Youth), Celeste Gamino (Outstanding Individual), Marvin Boos (Outstanding Senior), Ventura County Alumnae Chapter Delta Sigma Theta Sorority, Inc (Outstanding Community-Based Organization), and Schneiders & Associates, LLP (Outstanding Business).

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jackie Tedeschi (Southbank neighborhood cleanup event), Woodrow Thomas Sr. (domestic violence, public safety), Daniel Chavez Jr. (constitutional rights, council districts), Armando Vasquez (recent Latino art exhibit), Dan Pinedo (opposing the potential recall), Jack Villa (upcoming Neighborhood Council meetings), Pat Brown (parking concerns in a proposed low-income housing development), Cynthia Gonzalez (public safety and community security cameras), Lawrence Stein (high interest debt payments), Lucy Cartagena (upcoming Make a Difference Day event), Martin Jones (Council districts, city gasoline credit cards), and Kent Spurlock (“SAGE” – Safer and Greener Environment).

G. REPORT OF CITY MANAGER

The City Manager commented on the recent upgrades in the Council Chambers, the recent quarterly report submittal to the State Controller’s Office, and announced that draft agendas of upcoming City Council meetings will now be posted on the city’s website.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the Housing Authority’s mural unveiling, the Boys & Girls Club’s annual Day for Kids event, and New Life Church’s 20-year anniversary service. He commented on parking issues and the need for more driveways and curb cuts to be allowed.

Mayor Pro Tem Ramirez requested a resolution objecting to the SCE rate increase, as requested by

a labor group. She encouraged everyone to get their flu shot, and commented on recent natural disasters in the U.S. and Mexico and the need to reinforce buildings for earthquake safety and promote disaster preparedness to the public.

Councilman MacDonald reported on attending the Housing Authority's mural unveiling and the recent Diversity Gala in Heritage Square. He announced that he will be attending the upcoming Mobility 21 conference, representing the Ventura County Transportation Commission. He also announced the upcoming Chamber of Commerce Military Appreciation dinner.

Councilmember Perello announced the upcoming Port of Hueneme Banana Festival, commented on the improvements at Southwinds Park, and commented on the city's whistleblower program. He restated his request for monthly General Fund reserve reports and suggested double signatures and approvals for city check payments. He commented on the Standard & Poor's downgrade of the city's General Fund.

Mayor Flynn reported on attending the Rose Park Neighborhood Council meeting and commented on parking issues and the need for more driveways and curb cuts to be allowed. He commented on the city's Standard & Poors downgrade, General Fund reserves, department vacancies, and the city's utility funds. Discussion ensued among Council and staff.

City Clerk Department

1. SUBJECT: Appointments to Fill Unexpected Vacancies on Oxnard Citizen Advisory Groups ("CAGs"), and Adoption of a Resolution Amending Commission on Homelessness Bylaws.

RECOMMENDATION: That the City Council:

1. Ratify the Mayor's appointments of three members to the Commission on Homelessness, one member to the Library Board, and one member to the Parks and Recreation and Community Services Commission, to fill unexpected vacancies that have occurred since the initial appointments; and
2. Adopt **Resolution No. 15,053** amending the bylaws of the Commission on Homelessness.

Mayor Flynn gave a brief report. Discussion ensued among Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the Mayor's appointments as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to adopt the resolution approving the Commission on Homelessness bylaws as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-3 and K-2(A) were pulled for discussion.

Regarding K-3: Councilmember Perello and the Assistant Police Chief discussed asset forfeiture funds.

Regarding K-2(A), Mayor Flynn commended the Fire Department on using grant funds for training.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from George Miller and Pat Brown.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the June 20, 2017 Regular Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
A. MCS-CA, Inc. (8027-17-FI) for fire service leadership training (\$53,998).

Police Department

3. SUBJECT: Federal and State Asset Forfeiture Funds.
RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$323,300 for the use of Federal (\$222,000) and State (\$101,300) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures.

Public Works Department

4. SUBJECT: Federal & State Grants and Matching Funds for Seven (7) Capital Improvement Projects.
RECOMMENDATION: That City Council:
 1. Approves the receipt of federal grant revenue in the amount of \$301,794 and state grant revenue in the amount of \$77,000.
 2. Approves the appropriation of local matching funds in the amount of \$72,093 (a total appropriation of \$450,887) for the following capital improvement projects:
 - 1) Rose Avenue Sidewalk Project No. 133105,
 - 2) Ventura Boulevard Sidewalk Project No. 133107,
 - 3) Mandalay Bay Channel Bridge Project No. 133113,
 - 4) Edison Canal Channel Bridge Project No. 133114,
 - 5) Crosswalk Beacons Phase II Project No. 163105,
 - 6) Traffic Signals Various Locations Project No. 173102, and

7) Oxnard Boulevard Bicycle Lanes 2017 Project No. 183101.

3. To the extent not previously authorized, authorizes the City Manager to execute all relevant grant agreements and other related documents.

5. SUBJECT: Acceptance of the CAL FIRE Urban and Community Forestry Grant.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$276,048 from the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Grant Program to Tree Planting Project No. 775703.
6. SUBJECT: Award Contract for On-Call Street Striping and Marking Services PW 17-03.
RECOMMENDATION: That City Council award and authorize the Mayor to execute Agreement A-8006 with Chrisp Company in the amount of \$275,000 over a three (3) year period for On-Call Street Striping and Marking Services Project PW 17-03.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

L. PUBLIC HEARINGS

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2016-17.
RECOMMENDATION: That the City Council accept the City of Oxnard's CAPER for FY2016-2017.

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

The Housing Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Woodrow Thomas Sr.

As there were no further speakers, the Council unanimously approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(The Council took a brief break at 8:18 p.m.; the meeting resumed at 8:24.)

Police Department

2. SUBJECT: JAG FY 2017 Grant.
RECOMMENDATION: That City Council adopt **Resolution No. 15,054**:
1. Authorizing the City Manager to execute and submit an application for U.S.

Department of Justice (DOJ) grant funds in the amount of \$118,259 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2017 Local Solicitation.

2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-8004) with the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of JAG funds upon award.
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
6. This resolution shall have retroactive effect to September 5, 2017.

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

The Assistant Police Chief gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Woodrow Thomas Sr. and George Miller.

As there were no further speakers, the Council unanimously approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

M. REPORTS

Public Works Department

1. SUBJECT: Work Study Session: Integrated Public Works Master Plan.
RECOMMENDATION: That City Council review and discuss the Revised Final Draft Public Works Integrated Master Plan Summary Report.

The Interim Public Works Director introduced Steve McDonald of Carollo Engineers, who gave a report.

(There was a brief pause in the meeting from 8:57 to 9:03 p.m., due to technical difficulties.)

Public comments were received from Pat Brown and George Miller. Discussion ensued among the Council, staff, and Mr. McDonald. No action was taken.

Police Department

2. SUBJECT: Central Business District Security Contract.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a three (3) - year agreement (contract number A-8007) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount of \$895,000.

The Police Commander gave a report. Public comments were received from Phillip Molina, Abel Magana, and Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Human Resources Department

3. SUBJECT: City Attorney Employment Agreement.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute an Amended and Restated Employment Agreement between the City of Oxnard and Stephen Fischer (Agreement No. A-7880) to extend the term of the Agreement one year to April 8, 2020, and modify salary and benefits.
2. Adopt the Salary and Classification **Resolution No. 15,055** for the City Attorney to reflect the agreed upon salary increases.

The Human Resources Director and Councilman MacDonald gave a report. Public comments were received from George Miller. Discussion ensued among the Council members.

It was moved by Councilmember Perello to approve the recommended action, removing the 3% merit increase, as this was the first full year of the City Attorney's contract. The motion died for lack of a second. Further discussion ensued.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. Further discussion ensued. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello was opposed, reiterating his previous motion. The motion to approve staff's recommendation carried 4-1.

CONTINUATION OF PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Public comments were received from Jean Joneson (trash in the alleys of Iris Street).

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:17 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: November 14, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. LDP Associates (A-8020) for data room battery and cooling tower maintenance (\$38,175).
- B. Encompass Consultant Group, Inc. (A-8013) for on-call civil engineering services (\$250,000).
- C. KEH & Associates, Inc. (A-8014) for on-call civil engineering services (\$250,000).
- D. MV Engineering, LLC. (A-8005) for on-call civil engineering services (\$250,000).
- E. Motorola Solutions, Inc. (Purchase Order No. 6482) for purchase of handheld radios and accessories (\$79,106).
- F. AppleOne Employment Services (7379-16-HR) for temporary staffing to several City departments (\$100,000).
- G. Nesco, LLC. for the purchase of two (2) one ton cab and chassis mounted with three yard container handling body (\$150,794).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for November 14, 2017

City Manager Contract List for 11/14/2017

Contracts from \$25,000 to \$250,000

K.3.a

A Data Room Battery and Cooling Tower Maintenance Agreement

Vendor: LDP Associates
Type: Original Agreement
Agreement No.: A-8020
Amendment No.: N/A
Purchase Order No.: 3554
Begin Date: 11/01/2017
End Date: 10/31/2020
Term: 3 years

Amount to be Approved: \$38,175
Current FY Amount: \$12,725
Total Contract Amount: \$38,175
Funding Source: 195 - State Law Enforcement Grants
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Gary Krumian
Department: Information Technology Department
Telephone: 805-385-7558
Email: gary.krumian@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with LDP Associates (A-8020) in the amount of \$38,175 to provide the City with maintenance, monitoring and support services for the cooling units and backup power systems installed at the Police Department data center for a period of three years. These systems, manufactured by APC, were installed by Schneider Electric and have been maintained by LDP Associates for the past five years. LDP Associates is the only service provider selected by APC to maintain the factory warranty. Previously to this agreement, payments for LDP's services were made on an annual basis with an increase of approximately 4% each year.

With this new agreement in place, the City is locking the rate for the next three years. The annual cost of \$12,725 will remain the same each year for the duration of this agreement.

City Manager Contract List for 11/14/2017

Contracts from \$25,000 to \$250,000

K.3.a

B On-Call As Needed Civil Engineering Services

Vendor: Encompass Consultant Group, Inc.
Type: Original Agreement
Agreement No.: A-8013
Amendment No.: N/A
Purchase Order No.:
Begin Date: 11/14/2017
End Date: 11/14/2020
Term: 3 Years

Amount to be Approved: \$250,000
Current FY Amount: \$85,000
Total Contract Amount: \$250,000
Funding Source: Several
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 11
Project Manager: Ralph Alamillo
Department: Public Works Department
Telephone: 805-754-7155
Email: ralph.alamillo@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with Encompass Consultant Group, Inc. (A-8013) in a not to exceed amount of \$250,000 for on-call civil engineering services for three years. The Public Works Department is in need of civil engineering services.

On April 24, 2017, the City sent out a Request for Proposals to twenty-one (21) firms which specialize in this type of service, advertised in the Public Planrooms and on the City's website. Eleven firms responded and a panel selected six (6) firms that best met the City's criteria from the Request for Proposals. The criteria included: 1. Understanding the scope of work; 2. Firm experience; 3. Familiarity with City procedures; 4. Quality of work; 5. Capable of developing innovative or advanced techniques; 6. Project team experience & qualifications; and 7. Resource availability.

Staff is recommending entering into six separate agreements for on-call civil engineering services with the following companies:

1. Encompass Consultants Group, Inc.
2. AECOM Technical Services
3. MNS Engineers, Inc.
4. Stantec
5. KEH & Associates, Inc.
6. MV Engineering, LLC.

Staff will return back with individual agreements at a later date.

City Manager Contract List for 11/14/2017

K.3.a

Contracts from \$25,000 to \$250,000

C On-Call As Needed Civil Engineering Services

Vendor: KEH & Associates, Inc.
Type: Original Agreement
Agreement No.: A-8014
Amendment No.: N/A
Purchase Order No.:
Begin Date: 11/14/2017
End Date: 11/14/2020
Term: 3 Years

Amount to be Approved: \$250,000
Current FY Amount: \$85,000
Total Contract Amount: \$250,000
Funding Source: Several
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 11
Project Manager: Ralph Alamillo
Department: Public Works Department
Telephone: 805-754-7155
Email: ralph.alamillo@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with KEH & Associates, Inc. (A-8014) in a not to exceed amount of \$250,000 for on-call civil engineering services for three years. The Public Works Department is in need of civil engineering services.

On April 24, 2017, the City sent out a Request for Proposals to twenty-one (21) firms which specialize in this type of service, advertised in the Public Planrooms and on the City's website. Eleven firms responded and a panel selected six (6) firms that best met the City's criteria from the Request for Proposals. The criteria included: 1. Understanding the scope of work; 2. Firm experience; 3. Familiarity with City procedures; 4. Quality of work; 5. Capable of developing innovative or advanced techniques; 6. Project team experience & qualifications; and 7. Resource availability.

Staff is recommending entering into six separate agreements for on-call civil engineering services with the following companies:

1. Encompass Consultants Group, Inc.
2. AECOM Technical Services
3. MNS Engineers, Inc.
4. Stantec
5. KEH & Associates, Inc.
6. MV Engineering, LLC.

Staff will return back with individual agreements at a later date.

City Manager Contract List for 11/14/2017

Contracts from \$25,000 to \$250,000

K.3.a

D On-Call As Needed Civil Engineering Services

Vendor: MV Engineering, LLC
Type: Original Agreement
Agreement No.: A-8005
Amendment No.: N/A
Purchase Order No.:
Begin Date: 11/14/2017
End Date: 11/14/2020
Term: 3 Years

Amount to be Approved: \$250,000
Current FY Amount: \$85,000
Total Contract Amount: \$250,000
Funding Source: Several
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 11
Project Manager: Ralph Alamillo
Department: Public Works Department
Telephone: 805-754-7155
Email: ralph.alamillo@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with MV Engineering, LLC. (A-8005) in a not to exceed amount of \$250,000 for on-call civil engineering services for three years. The Public Works Department is in need of civil engineering services.

On April 24, 2017, the City sent out a Request for Proposals to twenty-one (21) firms which specialize in this type of service, advertised in the Public Planrooms and on the City's website. Eleven firms responded and a panel selected six (6) firms that best met the City's criteria from the Request for Proposals. The criteria included: 1. Understanding the scope of work; 2. Firm experience; 3. Familiarity with City procedures; 4. Quality of work; 5. Capable of developing innovative or advanced techniques; 6. Project team experience & qualifications; and 7. Resource availability.

Staff is recommending entering into six separate agreements for on-call civil engineering services with the following companies:

1. Encompass Consultants Group, Inc.
2. AECOM Technical Services
3. MNS Engineers, Inc.
4. Stantec
5. KEH & Associates, Inc.
6. MV Engineering, LLC.

Staff will return back with individual agreements at a later date.

City Manager Contract List for 11/14/2017

Contracts from \$25,000 to \$250,000

K.3.a

E Increase PO 6482 for Motorola Solutions

Vendor: Motorola Solutions Inc
Type: Amendment
Agreement No.:
Amendment No.: N/A

Purchase Order No.: 6482
Begin Date:
End Date:
Term:

Amount to be Approved: \$79,106
Current FY Amount: \$163,876
Total Contract Amount: \$163,876
Funding Source: Grant Project 772257 (Assistance to Firefighters Grant funded by FEMA)

Vendor Selection Process: Joint Purchase
of Bids/Proposals/Quotes: N/A
Project Manager: John Colamarino
Department: Fire
Telephone: 385-7709
Email: john.colamarino@oxnard.org

Purpose: The Fire Department requests an increase to PO 6482 in the amount of \$79,105.51 to allow for the purchase of 18 additional handheld radios and accessories.

The purchase will be made piggy-backing on the LA County negotiated contract rate with Motorola Solutions (Contract number MA-IS-1740313-1). This purchase will be grant funded utilizing reprogrammed funds from Assistance to Firefighters Grant EMW-2015-FR-00116 provided to the Oxnard Fire Department by the lead agency, Ventura County Fire Protection District. The acceptance of funds was approved by Oxnard City Council on 10/18/16 with resolution 14,966. The funds must be encumbered for the purchase of radios by November 15, 2017 or they will have to be returned to the funding agency; returning funds jeopardizes future funding for both the City of Oxnard and lead agency Ventura County Fire Protection District.

F Sixth Amendment to Agreement – AppleOne Employment Services

Vendor: AppleOne Employment Services
Type: Amendment
Agreement No.: 7379-16-HR
Amendment No.: 6
Purchase Order No.: 5869
Begin Date: 04/20/2016
End Date: 12/31/2018
Term:

Amount to be Approved: \$100,000
Current FY Amount: \$75,000
Total Contract Amount: \$364,777
Funding Source: Various
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Mike More
Department: Human Resources Department
Telephone: 805-385-7480
Email: mike.more@oxnard.org

Purpose: In February 2016, the City entered into an initial agreement for \$25,000 with AppleOne Employment Services to provide temporary staffing to several City departments. The agreement was amended in June 2016 and September 2016 for an additional \$50,000 and \$175,000, respectively, for a total of \$250,000. In January 2017, a fourth amendment was processed for time only to extend the expiration to March 31, 2017. Finally, in May 2017, a fifth amendment was executed to extend the agreement through June 30, 2017. The cumulative value of the agreement is \$264,776.53.

This Sixth Amendment increases the contract by \$100,000 to a total of \$364,776.53 for the purpose of meeting immediate temporary staffing needs across various departments caused by vacancies, until such vacancies can be filled with full-time permanent staff.

City Manager Contract List for 11/14/2017

K.3.a

Contracts from \$25,000 to \$250,000

G Purchase of (2) One Ton Cab & Chassis Mounted with three (3) Yard Container Handling Body

Vendor: Nesco, LLC
Type: Purchase Order
Agreement No.: PW18-01
Amendment No.: N/A

Purchase Order No.: 6558
Begin Date:
End Date:
Term:

Amount to be Approved: \$150,794
Current FY Amount: \$150,794
Total Contract Amount: \$150,794
Funding Source: Environmental Resources Enterprise Fund - Account No. 631-6307-891-8606
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 1
Project Manager: Bill Birch
Department: Public Works Department - Fleet Services
Telephone: 805-385-8080
Email: bill.birch@oxnard.org

Purpose: Staff is requesting authorization to purchase two (2) one ton cab and chassis mounted with three yard container handling body from Nesco, LLC. (Purchase Order No. 6558) in the amount of \$150,794.

A Request for Bid was sent out to 15 vendors on March 28, 2017, published on March 31, 2017. Only one bid was received. The dealership that submitted the bid did not honor bid; therefore, resulting in a rebid. A second Request for Bid was sent out on July 24, 2017 and published on July 27, 2017, which resulted in one bid response from NESCO. The trucks will be fitted with rear forks to pull out debris in hard to reach access areas within alleyways and will be utilized to respond to customer service requests for route checking, container maintenance, illegal dumping, residential container exchange, and special material pick-ups.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Disposition of Property, 852 South "A" Street

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That City Council:

1. Adopt a resolution entitled "Resolution of the City of Oxnard, as the Entity Assuming the Housing Functions of the Former Oxnard Community Development Commission Pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, Approving the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Vacant Land), by and between the City, as Seller, and George & Manal Jobeh, or Nominee, as Buyer, With Regard to Vacant Land Located at 852 South A Street;"
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and Redevelopment Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder.

BACKGROUND

Disposition of Property, 852 South "A" Street
November 14, 2017
Page 2

In connection with the dissolution of redevelopment in California, pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, the City elected to assume the housing functions of the former Oxnard Community Development Commission (the "CDC"). As a result, the City received title to a vacant commercial lot of approximately 3,462 square feet located at 852 South A Street, Oxnard (the "Property").

Because of funding sources utilized when the CDC acquired the Property, the Property is required to be used for affordable housing purposes. Due to various factors (*i.e.*, the location, size, and configuration of the Property), the City is unable to cause the Property to be used for affordable housing purposes. The City therefore desires to dispose of the Property and utilize the net proceeds of sale for affordable housing purposes.

In June 2017, the City retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale. Specifically, the listing agent is required to find buyers by advertising the Property on the Multiple Listing Service (MLS) and placing signage and advertising the Property where appropriate.

The City has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Vacant Land), by and between the City, as Seller, and George & Manal Jobeh, or Nominee, as buyer, with regard to the Property.

KEY TERMS

Buyers: George & Manal Jobeh, or Nominee
Purchase Price: \$91,105.00
Deposit: \$5,000
Closing Date: 15 days after waiver or expiration of Buyer's contingencies
Escrow Holder: Fidelity National Title

ENVIRONMENTAL IMPACT

The transfer of title from one entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

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.

Disposition of Property, 852 South "A" Street
 November 14, 2017
 Page 3

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

Net proceeds from sales of the Property will be recognized as part of Successor Agency Housing Aside Fund 420 and are required to be utilized by the City for affordable housing purposes.

ATTACHMENTS:

Attachment A: Resolution

Attachment B: Standard Offer, Agreement, and Escrow Instructions

852 South A - Signed Offer

RESOLUTION NO. ____

RESOLUTION OF THE CITY OF OXNARD, AS THE ENTITY ASSUMING THE HOUSING FUNCTIONS OF THE FORMER OXNARD COMMUNITY DEVELOPMENT COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176 AND RESOLUTION NO. 14,136, APPROVING THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (VACANT LAND), DATED OCTOBER 19, 2017, BY AND BETWEEN THE CITY, AS SELLER, AND GEORGE & MANAL JOBEH, OR NOMINEE, AS BUYER, WITH REGARD TO VACANT LAND LOCATED AT 852 SOUTH A STREET

WHEREAS, the Oxnard Community Development Commission (the “**CDC**”) was a redevelopment agency in the City of Oxnard (the “**City**”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “**Redevelopment Law**”); and

WHEREAS, the CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“**AB 26**”, as amended, is hereinafter referred to as the “**Dissolution Act**”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“**Part 1.85**”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012; and

WHEREAS, the City Council of the City adopted Resolution 14,136, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor housing entity to the CDC upon the dissolution of the CDC under AB 26; and

WHEREAS, the City received title to a vacant commercial lot of approximately 3,462 square feet located at 852 South A Street, Oxnard (the “**Property**”); and

WHEREAS, because of funding sources utilized when the CDC acquired the Property, the Property is required to be used for affordable housing purposes; and

WHEREAS, due to various factors (*i.e.*, the location, size, and configuration of the Property), the City is unable to cause the Property to be used for affordable housing purposes; and

WHEREAS, the City desires to dispose of the Property and utilize the net proceeds of sale for affordable housing purposes; and

WHEREAS, in June 2017, the City retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the City has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Vacant Land), dated October 19, 2017, by and between the City, as Seller, and George & Manal Jobeh, or Nominee (the “**Buyer**”), as buyer, with regard to the Property (the “**Agreement**”); and

WHEREAS, the Agreement is now being submitted to the City Council for review and approval; and

WHEREAS, the City has determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby approves the Agreement, substantially in the form attached to the Staff Report.

Section 3. The City Council hereby authorizes and directs the City Manager, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the City Attorney and Redevelopment Special Counsel.

Section 4. The City Council hereby authorizes and directs the City Manager, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the City’s obligations, responsibilities and duties thereunder.

Section 5. The City Council determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

Resolution No. _____

Page 3

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the _____ day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Todd C. Mooney, Redevelopment Special Counsel



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

(Vacant Land)

Dated: , 2017

1. Buyer.

1.1 George & Manal Jobeh, or Nominee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ 15 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title ("Escrow Holder") whose address is 950 Hampshire Road, Westlake Village, CA 91361, Phone No. 805.338.7908, Facsimile No. upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

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

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) Vacant commercial land of approximately 3,462 square feet is located in the County of Ventura, is commonly known as (street address, city, state, zip) 852 South A Street, Oxnard, CA and is legally described as: To be supplied in escrow by the Escrow Holder (APN: 202-0-183-140.)

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

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: TBD (collectively, the "Improvements").

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

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be ☒ \$91,105.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: . The Purchase Price shall be payable as follows:

(Strike any not applicable)

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

\$91,105.00

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

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

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

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

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

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

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the~~

GJ
INITIALS

~~property, to secure the promissory note of Buyer to Seller described in paragraph 6-
("Purchase Money Note") in the amount of:~~

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

4. Deposits.

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

4.2 Additional deposits:

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

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

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

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

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

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

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

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

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

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

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

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

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the~~

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following (see also paragraph 10.3 (b)):

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

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

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

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

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

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

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("**Brokers**") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☒ Lee & Associates-LA North/Ventura, Inc. represents Seller exclusively ("**Seller's Broker**");

☐ _____ represents Buyer exclusively ("**Buyer's Broker**"); or

☐ _____ represents both Seller and Buyer ("**Dual Agency**").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

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

8. Escrow and Closing.

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

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

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

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


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

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

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

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

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

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10~~ 15 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10~~ 15 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

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

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

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

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title**")


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

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

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

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

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

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

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

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

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

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


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

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

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

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

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

10. Documents Required at or Before Closing.

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

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

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

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

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

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

10.3 Buyer shall deliver to Seller through Escrow:

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


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

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

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

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

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

11. Prorations and Adjustments.

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

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

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

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

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

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

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

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

12. Representations and Warranties of Seller and Disclaimers.

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

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

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

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

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable

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governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

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

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

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

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

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

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

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

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

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

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

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

13. Possession.

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

14. Buyer's Entry.

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

15. Further Documents and Assurances.

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

16. Attorneys' Fees.

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


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17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
- 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

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

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

19. Notices.

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

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

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

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, CA on the date of January 1, 2018, it shall be deemed automatically revoked.

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

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

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$5,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

Seller's Initials

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

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

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

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS

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TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

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Buyer's Initials

Seller's Initials

23. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller

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should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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

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

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

26. Additional Provisions.
Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 27 through 30. (If there are no additional provisions write "NONE".)
Attached is a Seller's Mandatory Disclosure Statement and Property Information Sheet.

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

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

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

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

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

BROKER

Attn:

Title:

Address:

Phone:

Fax:

Email:

Federal ID No.:

Broker/Agent BRE License #:

Date:

10/19/2017

BUYER

George & Manal Jobeh, or Nominee

By:

Name Printed:

George Jobeh

Title:

Phone:

818.522.8526

Fax:

Email:

By:

Name Printed:

Manal Jobeh

Title:

Phone:

Fax:

Federal ID No.: _____

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

Date: _____, 2017

SELLER

City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

Broker/Agent BRE License #: **01945652**

Email:

Email: _____

Federal ID No.:

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

Date: _____, 2017

By and Between

Buyer: George & Manal Jobeh, or Nominee

Seller: City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

Property Address: 852 South A Street, Oxnard, CA

(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

27. Balance of the Purchase Price in the amount of \$86,105.00 shall be deposited with the Escrow Holder in cash or wired funds at least twenty-four (24) hours prior to the close of escrow.

28. Escrow shall close within fifteen (15) calendar days after Buyer's approval of all Contingencies to Closing (see paragraph 9).

29. Buyer Manal Jobeh holds a real estate sales license in the State of California.

30. The grant deed shall include the provisions listed in California Health and Safety Code Section 33436(a)(1).

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APA-1.00, Revised 01-03-2017



SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☒ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☐ (the "Purchase Agreement") dated , **2017**, regarding that certain real property commonly known as (street address, city, state, zip): **852 South A Street, Oxnard, CA** (the "Property") wherein **City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136** is the Seller and **George & Manal Jobeh, or Nominee** is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- ☐ A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**
- ☐ B. Utilize a report prepared by , with phone number: . A copy of their report is attached hereto. **(Complete paragraphs 8, 9 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**
- ☐ C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a delineated Earthquake Fault Zone.
2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a Seismic Hazard Zone.
3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:
 - ☐ (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.
 - ☐ (b) does not meet the foregoing requirements requiring the delivery of the Booklet.
4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated State Responsibility Area.
5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant

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to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: ☐ have been installed ☐ have not been installed, or ☐ Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned ☐ does or ☐ does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

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

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: ☐ Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: ____.

13. OTHER. ____

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.


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Date: _____, 2017

SELLER

City of Oxnard, a municipal corporation, as the
entity assuming the housing functions of the former
Oxnard Community Development Commission
pursuant to California Health and Safety Code Section
34176 and Resolution No. 14,136

By: _____
Name Printed: _____
Title: _____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: 10/19, 2017

BUYER

George & Manal Jobeh, or Nominee

By: _____
Name Printed: George Jobeh
Title: _____
Name Printed: Manal Jobeh
Title: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136 ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 852 South A Street, Oxnard, CA located in the County of Ventura, and generally described as (describe briefly the nature of the Premises or Property) Vacant commercial land of approximately 3,462 square feet (hereinafter "Property"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): ____.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): ____.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): ____.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): ____.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: ____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): ____.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): ____.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): ____.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): ____.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): ____.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): ____.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or

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instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): ____.

Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): ____.

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): ____.

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): ____.

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: ____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): ____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: , 2017
(fill in date of execution)

OWNER
City of Oxnard, a municipal corporation, as the
entity assuming the housing functions of the former
Oxnard Community Development Commission
pursuant to California Health and Safety Code
Section 34176 and Resolution No. 14,136

By: _____
Name Printed: ____
Title: ____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE
George & Manal Jobeh, H & W

By: 
Name Printed: George Jobeh
Title:
Name Printed: Manal Jobeh
Title:

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

(Vacant Land)

Dated: , 2017

1. Buyer.

1.1 George & Manal Jobeh, or Nominee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 15 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title ("Escrow Holder") whose address is 950 Hampshire Road, Westlake Village, CA 91361, Phone No. 805.338.7908, Facsimile No. upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

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

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) Vacant commercial land of approximately 3,462 square feet is located in the County of Ventura, is commonly known as (street address, city, state, zip) 852 South A Street, Oxnard, CA and is legally described as: To be supplied in escrow by the Escrow Holder (APN: 202-0-183-140).

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

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: TBD (collectively, the "Improvements").

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

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$91,105.00, or (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) per unit. The unit used to determine the Purchase Price shall be: lot acre square foot other prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: . The Purchase Price shall be payable as follows:

(Strike any not applicable)

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

\$91,105.00

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

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

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

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

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

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

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the

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property, to secure the promissory note of Buyer to Seller described in paragraph 6-
("Purchase Money Note") in the amount of:

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

4. Deposits.

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

4.2 Additional deposits:

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

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

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

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

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

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

5. Financing Contingency. (Strike if not applicable)

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

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

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

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

~~6.1 If Seller approves Buyer's financials (see paragraph 5.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of ___ % per annum, with principal and interest paid as follows: ___. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the~~

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following (see also paragraph 10.3 (b)):

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

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

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

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

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

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

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

- ☒ Lee & Associates-LA North/Ventura, Inc. represents Seller exclusively ("Seller's Broker");
☐ represents Buyer exclusively ("Buyer's Broker"); or
☐ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

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

8. Escrow and Closing.

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

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

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

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


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

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

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

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

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

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF **BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

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

(b) *Physical Inspection.* Buyer has ~~10 or~~ 15 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

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

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

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

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title

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

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

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

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

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

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

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

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

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

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


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

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

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

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

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

10. Documents Required at or Before Closing.

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

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

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

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

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

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

10.3 Buyer shall deliver to Seller through Escrow:

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


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

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

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

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

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

11. Prorations and Adjustments.

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

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

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

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

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

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

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

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

12. Representations and Warranties of Seller and Disclaimers.

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

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

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

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

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable

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governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

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

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

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

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

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

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

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

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

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

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

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

13. Possession.

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

14. Buyer's Entry.

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

15. Further Documents and Assurances.

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

16. Attorneys' Fees.

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


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17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

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

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

19. Notices.

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

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

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

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, CA on the date of January 1, 2018, it shall be deemed automatically revoked.

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

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

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$5,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

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

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

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

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS

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TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

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Buyer's Initials

Seller's Initials

23. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller


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should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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

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

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

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 27 through 30. (If there are no additional provisions write "NONE".)

Attached is a Seller's Mandatory Disclosure Statement and Property Information Sheet.

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

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

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

NOTE:

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

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

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: _____


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Date: 10/19, 2017

BUYER

George & Manal Jobeh, or Nominee

By: 

Name Printed: George Jobeh

Title: _____

Phone: 818.522.8526

Fax: _____

Email: _____

By: 

Name Printed: Manal Jobeh

Title: _____

Phone: _____

Fax: _____


INITIALS

Email: jobehfamily5@aol.com

Address: 860 S A street, Oxnard, CA 93030

Federal ID No.: _____

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27. Acceptance.

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

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 10 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 100 % and Buyer's Broker ____%. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

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

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

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton

Title: Associate

Address: 1000 Town Center Drive, Suite 310, Oxnard, CA 93036

Phone: 805.626.1200

Fax: 805.413.7000

Email: bmilton@lee-re.com

Federal ID No.: 01191898

Broker/Agent BRE License #: 01945652

Date: _____, 2017

SELLER

City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

By: _____

Name Printed: _____

Title: Chief of Police / Acting City Manager

Phone: (805) 385-7024

Fax: _____

Email: scott.whitney@oxnardpd.org

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: 214 South C Street, Oxnard, CA 93030

Federal ID No.: _____

AIR CRE, 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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[Signature]
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OFAL-15.00, Revised 01-03-2017



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

Date: , 2017

By and Between

Buyer: George & Manal Jobeh, or Nominee

Seller: City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

Property Address: 852 South A Street, Oxnard, CA
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

27. Balance of the Purchase Price in the amount of \$86,105.00 shall be deposited with the Escrow Holder in cash or wired funds at least twenty-four (24) hours prior to the close of escrow.

28. Escrow shall close within fifteen (15) calendar days after Buyer's approval of all Contingencies to Closing (see paragraph 9).

29. Buyer Manal Jobeh holds a real estate sales license in the State of California.

30. The grant deed shall include the provisions listed in California Health and Safety Code Section 33436(a)(1).

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APA-1.00, Revised 01-03-2017

SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☒ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☐ (the "Purchase Agreement") dated , **2017**, regarding that certain real property commonly known as (street address, city, state, zip): 852 South A Street, Oxnard, CA (the "Property") wherein City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136 is the Seller and George & Manal Jobeh, or Nominee is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**
- B. Utilize a report prepared by , with phone number: . A copy of their report is attached hereto. **(Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**
- C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

1. **EARTHQUAKE FAULT ZONES.** If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a delineated Earthquake Fault Zone.

2. **SEISMIC HAZARD ZONES.** If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a Seismic Hazard Zone.

3. **EARTHQUAKE SAFETY.** If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

(a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.

(b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. **FIRE PROTECTION.** If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated State Responsibility Area.

5. **FIRE HAZARD.** If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant


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to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided.

Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance has or has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: have been installed have not been installed, or Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned does or does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

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

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: ____.

13. OTHER. ____

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.


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Date: _____, 2017

SELLER

City of Oxnard, a municipal corporation, as the
entity assuming the housing functions of the former
Oxnard Community Development Commission
pursuant to California Health and Safety Code Section
34176 and Resolution No. 14.136

By: _____
Name Printed: _____
Title: _____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: 10/19, 2017

BUYER

George & Manal Jobeh, or Nominee

By: _____
Name Printed: George Jobeh
Title: Manal Jobeh
Name Printed: Manal Jobeh
Title: _____

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SMD-6.00, Revised 01-03-2017

PROPERTY INFORMATION SHEET
(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136 ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 852 South A Street, Oxnard, CA located in the County of Ventura, and generally described as (describe briefly the nature of the Premises or Property) Vacant commercial land of approximately 3,462 square feet (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): ____.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): ____.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): ____.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): ____.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) public sewer system and the cost of installation thereof has been fully paid, private septic system, electricity, natural gas, domestic water, telephone, and other: ____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): ____.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): ____.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): ____.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): ____.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): ____.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): ____.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or


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instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): ____.

Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): ____.

10. Governmental Proceedings. Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): ____.

11. Unrecorded Title Matters. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): ____.

12. Leases. Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

13. Options. Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

14. Short Sale/Foreclosure. The ability of the Owner to complete a sale of the Property is contingent is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property is is not in foreclosure.

15. Energy Efficiency. The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: ____.

16. Other. (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): ____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: 10/24 .2017
(fill in date of execution)

OWNER

City of Oxnard, a municipal corporation, as the
entity assuming the housing functions of the former
Oxnard Community Development Commission
pursuant to California Health and Safety Code
Section 34176 and Resolution No. 14.136

By: [Signature]
Name Printed: Scott Whitney
Title: Acting City Manager / Chief of Police

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE

George & Manal Iobeh, H & W

By: [Signature]
Name Printed: George Iobeh
Title: [Signature]
Name Printed: Manal Iobeh
Title: _____

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[Signature]
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: November 14, 2017

TO:
Successor Agency

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Disposition of Successor Agency Owned Property Located at 720 South B Street

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the Successor Agency:

1. Adopt a Resolution entitled "Resolution of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and Juan Carlos & Daniel Guerrero or Nominee, as Buyer, with regard to real property located at 720 South B Street;"
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

BACKGROUND

Disposition of Successor Agency Owned Property

November 14, 2017

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The dissolution of redevelopment in California entails the inter-related involvement of the Oxnard Community Development Commission Successor Agency (the “Successor Agency”), the Oversight Board of the Oxnard Community Development Commission Successor Agency (the “Oversight Board”), and the City of Oxnard (the “City”) in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission (the “CDC”). Among those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the Successor Agency has formulated a Long Range Property Management Plan (the “LRPMP”) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the “DOF”) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

Among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the “Property”). The Property is part of the Heritage Square Business Park within the former Downtown Redevelopment Project Area, and is commonly referred to as the Maulhardt Winery Building.

In June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale. Specifically, the listing agent is required to find buyers by advertising the Property on the Multiple Listing Service (MLS) and placing signage and advertising the Property where appropriate.

The redevelopment of Heritage Square dates back to 1991 and entails the assemblage of 14 buildings (from office location) possessing cultural and architectural significance that celebrate the heritage of Oxnard.

The Heritage Square project was undertaken with the visionary purpose of preserving the past, creating a centerpiece by which showcase the value of redevelopment and serving as a catalyst for further commercial and residential revitalization of Downtown.

From the outset, Heritage Square was envisioned as a public-private partnership. At the inception, eight of the fourteen structures that occupy the site were held by the former CDC, while the remaining six were held by private parties. The combined assets are managed under a Heritage Square Property Owners Association (the “HSPOA”).

By design, Heritage Square has become a gathering place for the community and visitors. The entire site was laid out to attract residents and visitors as a destination venue; throughout each summer, the City sponsors a free family-oriented Concert Series to bring vitality to Downtown; and periodic community events are conducted on the premises in coordination with the HSPOA and the City.

Disposition of Successor Agency Owned Property

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The small gabled-roofed two story brick building Property is a unique property in that it is a replica of the original building. Similar to the original building, the upstairs ceiling and floor are completely lined with wood. The original building was used as a winery, where sacramental wine was stored for the Santa Clara Chapel. Due to the uniqueness of the property, only estimates were provided regarding the value of the Property. The original Broker Opinion of Value assigned to the property by Kosmont Companies in the LRPMP was approximately \$70,000. The Property was listed at \$300,000 to see what the market would bear. The Property was placed on the market in May 2017. Two formal offers were presented to Lee and Associates in the amounts of \$100,000 and \$150,000. The second proposed buyer offered proof of funds on hand, and demonstrated a pre-qualified loan from a financial institution. A late verbal offer came in at \$25,000 from a local non-profit group, requesting 120 days to raise the funds.

The Successor Agency has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and Juan Carlos & Daniel Guerrero or Nominee, as Buyer, with regard to the Property. If approved by the Successor Agency, the proposed agreement would then be forwarded to the Oversight Board for consideration and (once approved) the DOF for final approval.

KEY TERMS

Buyers: Juan Carlos & Daniel Guerrero or Nominee

Purchase Price: \$150,000

Deposit: \$1,500

Closing Date: 15 days after waiver or expiration of Buyer's contingencies

Escrow Holder: Fidelity National Title

ENVIRONMENTAL IMPACT

The transfer of title from one entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

FINANCIAL IMPACT

Per redevelopment dissolution law, net proceeds from the sale of the Property would be either (i) retained by the Successor Agency, reducing on a dollar-for-dollar basis the amount of new funding (RPTTF) to be requested by the Successor Agency for enforceable obligations in a successive ROPS period, or (ii) transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated \$29,205).

STRATEGIC PRIORITIES

Disposition of Successor Agency Owned Property

November 14, 2017

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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.

ATTACHMENTS:

Attachment A: Resolution

Attachment B: Agreement and Escrow Instructions

RESOLUTION NO. ____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL), BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND JUAN CARLOS & DANIEL GUERRERO OR NOMINEE, AS BUYER, WITH REGARD TO REAL PROPERTY LOCATED AT 720 SOUTH B STREET

WHEREAS, the Oxnard Community Development Commission (the “CDC”) was a redevelopment agency in the City of Oxnard (the “City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”); and

WHEREAS, the CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the CDC upon the dissolution of the CDC under AB 26 (the “Successor Agency”); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 (“AB 1484”). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the “Dissolution Act”); and

Resolution No. _____

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WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan ("**LRPMP**") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "**DOF**") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the "**Property**"); and

WHEREAS, in June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the Successor Agency has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and Juan Carlos & Daniel Guerrero or Nominee, as Buyer, with regard to the Property (the "**Agreement**"); and

WHEREAS, the Agreement is now being submitted to the Governing Board for review and approval; and

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the "Dissolution of Redevelopment" bill in winding down the affairs of the former CDC; and

WHEREAS, the Successor Agency has determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Governing Board hereby approves, and recommends to the Oversight Board approval of, the Agreement, substantially in the form attached to the Staff Report.

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Section 3. The Governing Board hereby authorizes and directs the Executive Director, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel.

Section 4. The Governing Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 5. The Governing Board determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Governing Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

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PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of November, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

Todd C. Mooney, Successor Agency Special Counsel



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

(Non-Residential)

Dated: October 17, 2017

1. Buyer.

1.1 Juan Carlos & Daniel Guerrero or Nominee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 15 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title ("Escrow Holder") whose address is 950 Hampshire Road, Westlake Village, CA 91361, Phone No. 805.338.7908, Facsimile No. upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

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

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) A two story free standing building of approximately 822 square feet is located in the County of Ventura, is commonly known as (street address, city, state, zip) 720 South B Street, Oxnard, CA 93030 and is legally described as: To be supplied in escrow by the Escrow Holder (APN: 202-0-144-220).

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

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and TBD (collectively, the "Improvements").

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

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

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$150,000.00, payable as follows:

(Strike any not applicable)

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

\$150,000.00

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

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

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

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

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

Said Second Note is payable at per month, including interest at the rate of

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~~% per annum until paid (and/or the entire unpaid balance is due on ____).~~
~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the~~
~~property, to secure the promissory note of Buyer to Seller described in paragraph 6~~
~~("Purchase Money Note") in the amount of:~~

Total Purchase Price:

\$150,000.00

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

4. Deposits.

4.1 ☒ Buyer has delivered to Broker a check in the sum of \$1,500.00, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$1,500.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

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

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

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

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

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

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

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

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

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

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

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

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of ____ % per annum, with principal and interest paid as follows: _____. The Purchase Money~~



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Last Edited: 10/19/2017 1:42 PM



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Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

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

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

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

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

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

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

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

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ represents Seller exclusively ("Seller's Broker");

☐ represents Buyer exclusively ("Buyer's Broker"); or

☒ Lee & Associates-LA North/Ventura, Inc. represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

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

8. Escrow and Closing.

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

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

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



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

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

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

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

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

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

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

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

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

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

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

(e) *Governmental Approvals.* Buyer has ~~30 of~~ 90 ___ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title



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

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

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

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

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

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

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

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

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

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

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

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

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

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

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

10. Documents Required at or Before Closing.

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

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

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

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

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

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

10.3 Buyer shall deliver to Seller through Escrow:

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

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

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

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

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

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

11. Prorations and Adjustments.

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

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

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

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

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

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

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

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

12. Representations and Warranties of Seller and Disclaimers.

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

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

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

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

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable



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governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

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

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

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

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

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

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

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

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

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

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

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

13. Possession.

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

14. Buyer's Entry.

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

15. Further Documents and Assurances.

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

16. Attorneys' Fees.

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



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17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
- 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

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

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

19. Notices.

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

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

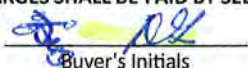
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, CA on the date of June 30, 2018, it shall be deemed automatically revoked.

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

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$1,500.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.


Buyer's Initials

Seller's Initials

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

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

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

22.3 NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE


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LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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


Buyer's Initials

Seller's Initials

23. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller


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should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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

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

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

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 27 through 30. (If there are no additional provisions write "NONE".)

Attached is a Seller's Mandatory Disclosure Statement and Property Information Sheet.

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

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

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

NOTE:

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

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

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton

Title: Associate

Address: 1000 Town Center Drive, Suite 310,

Oxnard, CA 93036

Phone: 805.626.1200

Fax: 805.413.7000

Email: bmilton@lee-re.com

Federal ID No.: 01191898

Broker/Agent BRE License #: 01945652



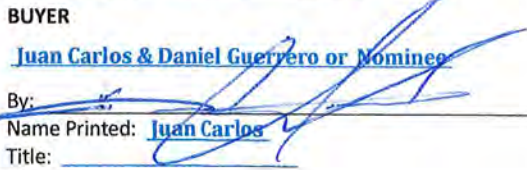
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Date: SEPTEMBER 17, 2017

BUYER

Juan Carlos & Daniel Guerrero or Nominee

By: 

Name Printed: Juan Carlos

Title: _____

Phone: _____

Fax: _____

Email: _____

By: 

Name Printed: Daniel Guerrero

Title: _____

Phone: _____

Fax: _____



INITIALS

Email: _____

Address: 333 West 4th Street, Oxnard, CA 93030

Federal ID No.: _____

27. Acceptance.

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

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 100 % and Buyer's Broker ____%. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

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

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

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton

Title: Associate

Address: 1000 Town Center Drive, Suite 310,
Oxnard, CA 93036

Phone: 805.626.1200

Fax: 805.413.7000

Email: bmilton@lee-re.com

Federal ID No.: 01191898

Broker/Agent BRE License #: 01945652

Date: _____, 201

SELLER

Oxnard Community Development Commission
Successor Agency

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: 214 South C Street, Oxnard, CA 93030

Federal ID No.: _____

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OFA-20.00, Revised 01-03-2017



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

Date: OCTOBER 17, 2017

By and Between

Buyer: Juan Carlos & Daniel Guerrero or Nominee

Seller: Oxnard Community Development Commission Successor Agency

Property Address: 720 South B Street, Oxnard, CA 93030

(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

27. Balance of the Purchase Price in the amount of \$148,500.00 shall be deposited with the Escrow Holder in cash or wired funds at least twenty-four (24) hours prior to the close of escrow.

28. Escrow shall close within fifteen (15) calendar days after Buyer's approval of all Contingencies to Closing (see paragraph 9).

29. Buyer Juan Carlos holds a real estate sales license in the State of California

30. The grant deed shall include the provisions listed in California Health and Safety Code Section 33436(a)(1).

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APA-1.00, Revised 01-03-2017



SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☒ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☐ (the "Purchase Agreement") dated , 201, regarding that certain real property commonly known as (street address, city, state, zip): 720 South B Street, Oxnard, CA 93030 (the "Property") wherein Oxnard Community Development Commission Successor Agency is the Seller and Juan Carlos & Daniel Guerrero or Nominee is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- ☐ A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**
- ☐ B. Utilize a report prepared by , with phone number: . A copy of their report is attached hereto. **(Complete paragraphs 8, 9 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**
- ☐ C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

1. **EARTHQUAKE FAULT ZONES.** If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a delineated Earthquake Fault Zone.

2. **SEISMIC HAZARD ZONES.** If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a Seismic Hazard Zone.

3. **EARTHQUAKE SAFETY.** If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

- ☐ (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.
- ☐ (b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. **FIRE PROTECTION.** If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated State Responsibility Area.

5. **FIRE HAZARD.** If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction

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requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided.

Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: ☐ have been installed ☐ have not been installed, or ☐ Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned ☐ does or ☐ does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

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

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: ☐ Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: ____.

13. OTHER. ____

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: _____, 201

SELLER



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SMD-6.00, Revised 01-03-2017

Oxnard Community Development Commission
Successor Agency

By: _____
Name Printed: _____
Title: _____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: October 17, 2017

BUYER

Juan Carlos & Daniel Guerrero or Nominee

By: _____

Name Printed: Juan Carlos

Title: _____

Name Printed: Daniel Guerrero

Title: _____

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SMD-6.00, Revised 01-03-2017



PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Oxnard Community Development Commission Successor Agency ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 720 South B Street, Oxnard, CA 93030 located in the County of Ventura, and generally described as (describe briefly the nature of the Premises or Property) A two story free standing building of approximately 822 square feet (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): ____.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): ____.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): ____.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): ____.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: ____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): ____.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): ____.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): ____.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): ____.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): ____.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): ____.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): ____.

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Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): ____.

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): ____.

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): ____.

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is not in foreclosure.

15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: ____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): ____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: 10/24, 2017
(fill in date of execution)

OWNER

Oxnard Community Development Commission
Successor Agency

By: _____

Name Printed: Scott Whitney

Title: Acting City Manager / Police Chief

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE

Juan Carlos & Daniel Guerrero or Nominee

By: _____

Name Printed: Juan Carlos

Title: _____

Name Printed: Daniel Guerrero

Title: Owner

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PI-8.00, Revised 01-03-2017



**CITY COUNCIL
AGENDA REPORT**

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

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and 16-300-07 (Tentative Subdivision Map No. 5984). Property Located at the Northeast Corner of Harbor Boulevard & Wooley Road (APN: 196-0-033-295). Filed by Designated Agent Patric Lynam, Planet Home Living, 1451 Quail Street Suite. 204, Newport Beach, CA 92660, on Behalf of the Property Owner. (15/15/10)

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

RECOMMENDATION:

That the City Council:

1. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit), subject to certain findings and conditions;
2. Adopt a resolution upholding the Planning Commission's approval of Planning and Zoning Permit No. 17-590-01 (Coastal Zone Variance), subject to certain findings and conditions; and
3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map No. 5984) subject to certain findings and conditions; and in lieu of construction of affordable housing units, authorize the applicant to pay the City's affordable housing fees for the 3.96-acre subdivision project.

BACKGROUND

Anacapa 50 Unit Coastal Development (15/15/10)

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The City Council adopted Ordinance No. 2159 on April 19, 1988, approving a Development Agreement (DA) between the City of Oxnard and the Oxnard Shores Company for the subject property. The DA allowed up to 70 dwelling units on the subject property, and expired on December 31, 2015. The DA also approved a transfer of development rights from 22 beachfront parcels (known as the sending area) to the subject property (known as the receiving area). The City Council adopted Ordinance No. 2169 on July 5, 1988, changing the zoning on the subject site. The subject property changed from Coastal Multiple-Family (R-2-C) to Coastal Medium Density Multiple-Family (R-3-C) in order to accommodate the density of development envisioned and approved in the DA. The beachfront properties changed from Single-Family Beach (R-B-1) to Coastal Recreation (RC) affirming their use as public beach and recreation areas, precluding future development, and establishing conformity with the DA.

In 1989 a Settlement Agreement was executed as a result of litigation of the transfer of development rights. The Settlement Agreement transferred ownership of numerous beachfront parcels to the State of California (acting through the State Lands Commission and California Coastal Commission). This avoided potentially significant environmental impacts that may have otherwise resulted from future development on these lots. It also preserved coastal resources and recreation areas, and formally established and dedicated several public access areas. The Settlement Agreement does not expire.

The City Council reviewed Pre-Application No. 09-600-1 on April 21, 2009, and supported the Developer's request to submit an affordable housing payment in lieu of providing affordable units within the a 70-unit project.

On August 20, 2010, the Planning Commission recommended City Council approval of a Tentative Subdivision Map creating five parcels and subdividing the subject property for up to 70 condominium units. The Planning Commission also approved a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, associated parking garages, pool and recreation building, amenities, and associated site improvements; and a Coastal Zone Variance to allow structures to deviate from the required front and side yard setbacks. Approval of an Initial Study/ Mitigated Negative Declaration (IS/MND) supported the permit approval. On September 20, 2010 the City Council upheld the Planning Commission's approval of a Coastal Development Permit and Coastal Variance Permit and approved the Tentative Subdivision Map. Since entitlement approval the applicant has not been able to construct the project. Action on the subject entitlement permit would supersede the 2010 approval that allowed for the construction of 70 condominium units.

On September 7, 2017, the Planning Commission voted 5 to 0, with one member abstaining and one member absent, to approve the Coastal Development Permit and Coastal Zone Variance and recommended that the City Council approve the Tentative Tract Map (see Attachment E and F).

On September 25, 2017, the Development Services Director filed an appeal of the Planning Commission's approval of the Coastal Development Permit and Coastal Zone Variance to allow

Anacapa 50 Unit Coastal Development (15/15/10)

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the City Council to consider the entitlement permits as one integrated project.

ANALYSIS

Proposed Project

The proposed Project is located in the Garden Apartment Coastal (R-3-C) subzone of the Coastal Zone. The applicant is seeking approval to construct 50 for sale condominium units, inclusive of attached two-car garages, a pool and recreational building, as well as associate site improvements. Pursuant to Section 17-14(C)(2) of the City of Oxnard Coastal Zoning Ordinance, the proposed residential units are a conditionally permitted use within the R-3-C subzone with a Coastal Development Permit. Section 17-14(D)(2) specifies that the maximum density allowed is based on a minimum lot area of 2,400 square feet per dwelling unit. The project proposes to construct 50 condominium units, which is below the maximum allowed density of 70 units (see Attachment G).

The Project has been designed to incorporate architectural elements found in Modern-style architecture on all 50 townhome units. The proposed height, at three stories and 35 feet maximum, complies with the requirements of the R-3-C zone. The townhome units will range from 1,893 to 2,134 square feet in size and are designed with an attached two-car garage. The Coastal Zoning Ordinance requires a minimum of 25% of the lot area be provided for interior yard space (IYS - or public open space); on this project, this represents 38,732 square feet. The project will provide 29%, which will be 43,770 square feet. The common open space includes on-site amenities such as a pool, spa, tot lot, and a recreation room. Private open space, in the form of a private patio and/or deck, will be provided for every unit and will vary between 423 and 588 square-feet each unit. Patio/deck areas totaling approximately 25,298 square-feet will be provided in addition to the common open space areas. A minimum of 5% of the parking lot area must be landscaped (not included in the IYS area calculation) and the project proposes to landscape approximately 50% of the designated parking area.

The project has been reviewed by the Development Advisory Committee and conditions of approval have been included to ensure the project, inclusive of construction activities, meet or exceed City requirements. A number of off-site improvements will be constructed with the project in order to improve traffic circulation in the vicinity, including the following: dedication and construction of a right-turn lane on westbound Wooley Road; a new 6-foot wide Class II bike lane on both sides of Wooley Road; modification of traffic signals at the intersection of Harbor Boulevard and Wooley Road to accommodate for the widening and installation of a crosswalk on the north leg of the intersection; dedicate right-of-way along Harbor Boulevard and Wooley Road to accommodate sidewalk improvements, ramps, curb/gutter, storm drains, and street repaving adjacent to the project site; and undergrounding utility lines along the north side of Wooley Road adjacent to the project site.

With the exception of the front yard setback, and wall and fence heights which requires approval of a Coastal Zone Variance, the proposed project complies with all of the R-3-C development

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standards. On Sept. 7, 2017, the Planning Commission determined that the required findings could be made to support approval of a Coastal Zone Variance. Support for the variance was based upon the irregular shape of the project parcels and bisecting of Canal Street which transects the project site. Support for the variance was also because the majority of the lots found in the vicinity of the Project site have existing structures encroaching within the required setback similar to the request being made by the Applicant.

Environmental Analysis

The project has been reviewed for potential environmental impacts in conformance with the California Environmental Quality Act (CEQA), and it has been determined that this project will not have a significant effect on the environment with incorporation of project mitigation measures.

The 2010 IS/MND adopted for the 70 unit project, determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project. An Addendum to the 2010 MND was prepared for the subject 50 unit project. The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in June of 2010. The Addendum and Mitigation Monitoring and Reporting Program were reviewed and adopted by the Planning Commission on the September 7, 2017 public hearing and are included as an exhibit attached to the Coastal Development Resolution (see Attachment F).

Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”.

The IS/MND, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final IS/MND. All mitigation measures included in the adopted Final Initial Study and Mitigated Negative Declaration (IS/MND) and the Addendum to the IS/MND have been included as conditions of approval in the Coastal Development Permit Resolution. The 2010 MND was circulated at the time of the project considerations, but consistent with State Law, the Addendum is not required to be circulated for public review or input.

Affordable Housing Policy

The City Council approved Pre-Application No. 09-600-1 on April 21, 2009, authorizing the Developer to submit an affordable housing payment in lieu of providing affordable units within the approved 70-unit project. In April 2009, when a larger development project was contemplated, the Developer was permitted to pay the City’s in lieu affordable housing fee. As such, with the amended project, the Developer is requesting that the City Council consider

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allowing an affordable housing payment in lieu of providing affordable units within the proposed Project. Ordinance No. 2721 states that for projects that provide affordable housing on-site, not less than 10% of the total number of units shall be offered at an affordable sale price to persons and families of lower income. If the City Council does not grant the Developer's request to pay affordable housing in-lieu fees, the project would be required to provide 5 affordable units. If the City Council approves the in lieu fee request, the Applicant will pay an in lieu fee, pursuant to Ordinance No. 2721, equal to 1% of the sales price for each for-sale unit in the project. The minimum payment is \$5,000 per unit, increasing by \$500 for each sales price increment of \$50,000 over \$500,000. The Applicant currently estimates a sales price exceeding \$500,000 per unit, and has provided no other information regarding projected prices for units. If building permits were issued today and the sales price for every unit was \$500,000, the 50 units would generate a *minimum* of \$250,000 in affordable housing in lieu fees.

Community Input:

On July 6, 2017, the Applicant mailed notices of the Community Workshop meeting to all 1,772 property owners within the Oxnard Dunes and Oxnard Shores neighborhoods. The Community Workshop was conducted on July 17, 2017. Approximately seventeen members of the public attended the meeting to learn about the project, most of whom were residents of the Oxnard Dunes or Oxnard Shores neighborhoods.

At the public hearing, one member of the public spoke before the Planning Commission stating that the proposed project was not a good fit for the neighborhood. Specifically, she expressed concerns regarding soil toxics; widening of the Edison Canal Bridge; increases in traffic; and that concern with existing sewer and water pipes in the community. The concerns of the community member are addressed in the environmental document and conditions of approval. Specifically, the project is in conformance with the Local Coastal Program and 2030 General Plan land use designations, as zoning designation and standards and that the project was under the density allowed pursuant to the existing zoning and Settlement Agreement. The site is not listed in the Hazardous Waste and Substances Sites (Cortese) List compiled by the State's Department of Toxic Substances Control and a Phase II Environmental Assessment was prepared and the results concluded that the site did not contain any elevated levels of containments and did not require any additional studies. Related to the concern about the widening of the bridge and roadway improvement, the City's Traffic Engineer explained to the Planning Commission in detail that the road improvements previously approved for the 70-unit project were adequate for the proposed 50-unit Project and that the current road infrastructure and proposed easements on the existing property granted by the Applicant would accommodate the widening and road improvements to Wooley Road, inclusive of the proposed bike lanes. The City Attorney advised the Planning Commission that there was not a legal nexus to require the widening of the Edison Canal Bridge as a condition for granting approval of the Project. The Project is required to install new water and sewer lines as a condition of approval.

Coastal Commission Action:

Anacapa 50 Unit Coastal Development (15/15/10)

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Should the City Council uphold the Commission's approval of the Coastal Development Permit and Coastal Zone Variance and approve the Tentative Subdivision map, a Notice of Final Action will be sent to the Coastal Commission. Coastal Commission receipt of this notice will begin the 10 day appeal period. A small area generally located on the easterly portion of the site is located within the retained jurisdiction of the Coastal Commission. This means that approval of a Coastal Development Permit will be required for this approximately 70,772 square foot area. Retained jurisdiction often occurs for areas where Coastal Commission survey mapping requires further analysis or added Coastal Commission review through biological studies. At the Applicant's discretion, on September 26, 2017 the Applicant submitted a Coastal Development Permit to the California Coastal Commission for this retained jurisdiction area. The application is currently being reviewed by the Coastal Commission staff.

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

In accordance with City Council Resolution No. 10,272 the Developer will receive credit in lieu of payment of the City Traffic Impact fee in an amount matching the cost of off-site master planned/permanent improvements to Wooley Road (not including the costs associated with the usual and ordinary Public Works improvements to the project site such as curb/gutter/sidewalk, storm drains, utilities, etc.). Under the City's Circulation System Improvement fund, only the permanent improvements to Wooley Road at ultimate width (not interim improvements) will be eligible for reimbursement. If the City Council grants the Developer's request to pay affordable housing in-lieu fees, the City would receive a payment to the In-Lieu Affordable Housing fee fund in the approximate sum of \$250,000. Quimby fees will be paid to compensate for off-site impacts on City parks, and Art in Public Places in-lieu fees will be paid to provide for future public art displays. The project will provide an additional financial benefit to the City by generating revenue through property taxes.

ATTACHMENTS:

Anacapa 50 Unit Coastal Development (15/15/10)

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Attachment A_City Council Resolution_Coastal Development Permit

Attachment B_City Council Resolution_Coastal Zone Variance

Attachment C_City Council Resolution_Tentative Subdivision Map

Attachment D_Maps (Vicinity, Aerial, General Plan, and Zoning)

Attachment E_Planning Commission Resolution Nos. 2017-17; 2017-22; 2017-23

Attachment F_Draft Planning Commission Meeting Minutes (September 7, 2017)

Attachment G_2017 Addendum to 2010 Mitigated Negative Declaration

Attachment H_Planning Commission Staff Report

Attachment I_Reduced Project Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-400-04 (COASTAL DEVELOPMENT PERMIT) TO ALLOW DEVELOPMENT OF 50, THREE-STORY TOWNHOME DWELLING UNITS WITH ATTACHED PARKING GARAGES, POOL AND RECREATION BUILDING, AND ASSOCIATED INFRASTRUCTURE INCLUDING STREETS, SIDEWALKS, UTILITIES AND LANDSCAPING ON TWO PROPOSED LOTS ON A VACANT 3.96 ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and recommended that the City Council approve 16-300-07 (Tentative Subdivision Map No. 5984) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “**Project**”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, the Planning Commission, in accordance with the California Environmental Quality Act, considered the proposed addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the

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 PZ 16-500-06 (5489 Saviers Road)
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Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager;
 and

WHEREAS, on November 14, 2017, 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

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

1. The proposed use is conditionally permitted within the subject sub-zone and complies with all of the applicable provisions of Chapter 17 of the Oxnard City Code.

The proposed 50-unit condominium project, inclusive of attached two-car garages; a pool and recreational building; and associate site improvements, is conditionally permitted within the R-3-C sub-zone with a Coastal Development Permit, pursuant to Section 17-14(C)(2) of the City of Oxnard Coastal Zoning Ordinance. Pursuant to OMC Section 17-14(D), the maximum allowed height of any building is three stories, not to exceed 35 feet. The project has been designed with structures with various heights and levels but not to exceed three-stories and the maximum allowed height of 35 feet. Based on OMC Section 17-14(D)(2), the maximum density allowed is based on a minimum lot area of 2,400 square feet per dwelling unit. The project proposes to construct 50 condominium units, which is below the maximum allowed density of 70 units. The project is required to provide 25% Interior Yard Space (IYS) pursuant to OMC Section 17-14(D)(4). As designed, the project will provide over 43,770 square feet of IYS which equates to approximately 29%, which is greater than the minimum 25% required by the Coastal Zone Ordinance. OMC Section 16-222(F) [Off-Street Parking], requires two garage spaces for the project and one visitor parking space for the first 30 units and 0.5 visitor space for the remaining spaces. As designed, the project will provide an attached two-car garage to each unit (100 required spaces) and 42 visitor parking spaces, which is more than the required 40 visitor parking spaces.

In addition to the R-3-C development standards, City Council Resolution No. 7658 provides advisory standards that are intended to encourage amenities that enhance the livability of condominiums. The amenities contained within City Council Resolution No. 7658 include minimum dwelling size; number of bedrooms; distance to parking spaces; private patios; storage; common areas; security; and handicap. These amenities are **not requirements** and projects are **not required** to provide them. However, the project has

been designed to include all of the amenities, with the exception of the installation of elevators for all three-story buildings.

The project site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Pursuant to OMC Section 16-10(A)(48), the front lot line is defined as the line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining lot lines. Based on the unique circumstances outlined above, the Project requests a variance to deviate from the required front yard setback requirement in order to accommodate townhome units and privacy walls within the required front yard setback. Therefore, based also upon the Project meeting all the variance findings, the proposed project meets this finding.

2. The proposed use would not impair the integrity and character of the sub-zone in which would be located.

The R-3-C sub-zone is specifically characterized by residential uses, inclusive of single and multi-family residential units. The proposed 50-unit townhome project is consistent with the surrounding residential development. Given that the residences within the Oxnard Dunes and surrounding Oxnard Shores Neighborhoods represent an eclectic variety of architectural types with no single or dominant architectural style, the Modern-style architecture is fitting for the neighborhood. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. The proposed Project will not impair the integrity and character of the subject sub-zone; therefore, this project meets this finding.

3. The subject site in terms of location and intensity of use would be physically suitable and would protect and maintain adjacent coastal resources for the land use being proposed.

As proposed and conditioned, the Project will meet the development standards of the R-3-C zone (Garden Apartment Zone). However, the Project is seeking a variance to deviate from the required front yard setback requirement in order to accommodate townhome units and privacy walls within the required front yard setback. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3-C sub-zone as stipulated in Oxnard Coastal Ordinance and Chapter 16 of the Oxnard Municipal Code. 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 proposed use would be compatible with the land uses presently on the subject property.

The subject site is currently vacant and has been entitled for a Tentative Subdivision creating five parcels and subdividing for 70 air-rights condominium units; a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, parking garages, pool and recreation building, amenities, and associated site improvements; and a Coastal Zone Variance to modify the development standards for specified front, side, and rear yard setbacks to permit various structures. The Project proposes approval of 50 three-story townhomes with attached two-car garages; pool and recreational building; and site improvements, which is consistent with the previous entitlement, which is below the allowed density for the site. As such, this project meets this finding.

5. The proposed use would be compatible with existing and future land uses within the sub-zone and the general area in which the proposed use would be located.

The proposed Project is consistent with the R-3-C sub-zone which is generally characterized by residential uses, inclusive of single and multi-family residential units. Additionally, the Project has been designed to be consistent with the existing residential development found within the Oxnard Dunes and neighboring Oxnard Shores communities. As proposed, the Project will be consistent with future multi-family residential projects anticipated in the similar sub-zones within the general area.

6. There are adequate public services for the proposed use, including, but not limited to, fire and police protection, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

The Project site is an infill property, and will therefore be provided with adequate fire, police, water, sanitation, and utility services. Additionally, The Project has been found to be consistent with anticipated development for this site. The Project will be served by new water mains and sewer connections along the existing alley and Canal Street. 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. This project meets this finding.

7. The proposed use will provide a type and level of public access consistent with the access policies and standards of the Oxnard Coastal Land Use Plan.

The Project has been designed to not impede public access to the beach. In fact, the road improvements to Wooley Road and Harbor Boulevard, improved sidewalks, traffic lights and crossing walks will facilitate public access to the coast. Therefore, this project meets this finding.

8. The proposed use would be appropriate in light of an established need, based upon the underlying goals and objectives of specific Oxnard Coastal Land Use Plan policies, applicable to the proposed location.

Continued construction of single and multi-family residential projects on vacant and

occupied parcels along the Coastal Zone demonstrates that there is a market demand and active interest from people wishing to live along the coast near the beach. Furthermore, according to the terms of the Settlement Agreement, the subject property is an in-fill parcel allowing up to 70 condominium units, in exchange for the 22 beachfront parcels that were precluded from future development and transferred to the State Lands Commission to remain in perpetuity as public beach areas. The proposed Project requests to construct 50 residential units, which is below the allowed density for the site. As such, this project meets this finding.

9. The proposed use would be consistent with all of the applicable policies of the certified Oxnard Coastal Land Use Plan.

The proposed Project will take place in a developed area and provides needed housing near the coast without endangering local resources. The use is consistent with all of the applicable policies for multi-family development in the certified Oxnard Coastal Land Use Plan such as the project is designed to be developed at a density of 14.6 dwelling units/acre which is less than the stipulated density identified in Coastal Policy No. 23 where it states that multi-family residential shall be limited to a density of no more than 18 units per acre. The Project is also consistent with Coastal Policy no. 71, which states that the City shall ensure public use of the vacant oceanfront lots in the Oxnard Shores Neighborhood, including use of the Transfer of Development Rights program. The Project site is the designated Receiving Area according to the Transfer of Development Rights program, and ensures public use of specified vacant oceanfront lots in the Oxnard Shores Neighborhood under the terms of the Settlement Agreement. Therefore, the project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment with incorporation of project mitigation measures. Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”.

The Initial Study and Mitigated Negative Declaration (MND) from 2010 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project. The proposed project being considered by the Planning Commission is a reduction in the number of residential units. An Addendum to the 2010 MND was prepared. The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in June of 2010. The Addendum and Mitigation Monitoring and Reporting Program are included as an exhibit to adopted Resolution No. 2017-17.

The IS/MND, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final IS/MND. All mitigation measures

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included in the adopted Final Initial Study and Mitigated Negative Declaration (IS/MND) and the Addendum to the IS/MND have been included as conditions of approval in the Coastal Development Permit Resolution. Consistent with State Law, the Addendum is not required to be circulated for public review or input.

SECTION 3. The City Council of the City of Oxnard upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit, for the reasons set forth and described in Planning Commission Resolution No. 2017-17, and subject to the conditions of approval therein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 14th day of November, 2017, 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 UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-590-01 (COASTAL ZONE VARIANCE), TO ALLOW CONSTRUCTION OF 50 TOWNHOMES AND WALLS WITHIN THE REQUIRED 20-FOOT FRONT YARD SETBACK LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.9-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on June 26, 2016, the Applicant submitted a Coastal Variance application requesting to allow the Project to site structures and property walls within the required front yard setback similar to those existing for residential uses within the vicinity;

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and recommended that the City Council approve 16-300-07 (Tentative Subdivision Map No. 5984) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “**Project**”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan and Local Coastal Plan elements thereof for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative

Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the Planning Commission held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, on November 14, 2017, 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

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

1. **Strict interpretation and enforcement of the specified regulation deprives such property of privileges enjoyed by other property in the vicinity and under the identical coastal sub-zone.**

Strict interpretation and enforcement of the front yard setback deprives the subject property of privileges enjoyed by other properties in the vicinity and under the identical coastal sub-zone. The proposed variance request would allow the Project to site structures and property walls within the required front yard setback similar to those existing for residential uses within the vicinity. There are existing single and multi-family structures, inclusive of property walls, that are located on corner lots and encroach within the required front yard setback. Some of these structures are predominately located within the Oxnard Dunes and Oxnard Shores neighborhoods. The Project site contains an existing entitlement to construct 70 units, inclusive of a variance to allow structures and walls to encroach within the required yard setbacks. By granting the variance, the Project will be able to reduce the number of units from 70 to 50; reduce the massing and scale of the currently entitled 5 buildings located along all sides of the Project site; provide property walls to separate the Project from the public right of way; and provide for an improved project that is more consistent with the development standards of the OMC, and from an environmental standpoint. Therefore, and based also upon the additional variance findings provided below, the proposed project meets this finding.

2. **Exceptional or extraordinary circumstances or conditions apply to the property involved that do not apply to other properties in the vicinity and under the identical coastal sub-zone.**

Pursuant to OMC Section 17-14(D)(5) [front yard setback], the required front yard setback is 20 feet and 15 feet if all vehicle access is off an alley. Pursuant to OMC

Section 16-10(A)(48), the front lot line is defined as the line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot. The Applicant is requesting a variance to be able to construct property walls and townhome units within the required front yard setback of a project site that has an entitlement for 70 units, and a variance to locate structures and property walls within the required front yard setback.

The subject site has a number of special circumstances justifying a variance. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets, which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. Additionally, the eastern property line for Lot 2 is adjacent to Edison Canal which buffers the Project site from the agriculture farmland located further east, and where there is no foreseeable development planned in the future. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining front lot lines. The majority of the lots found in the vicinity under the identical subzone have traditional lots that contain a single front and rear property line, and two side yards. A substantial number of properties located on corner lots in the same vicinity and under the identical subzone to the Project site have existing structures encroaching within the required setback similar to the request being made by the Applicant.

The Project site has another special circumstance justifying a variance because the site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Canal Street is currently a receptor street used to gain access to residences in the Oxnard Dunes neighborhood off of Wooley Road. The portion of Canal Street that bisects the existing Project site is within the legal parcel and is a dedicated easement for access. The total area of the easement is 9,012 square feet, which would have facilitated the Project as proposed without the approval of a variance. Additionally, the Project is dedicating approximately 8,704 square feet of property along Wooley Road for road and pedestrian improvements, which would otherwise have facilitated the Project conforming to the required front yard setback.

Another special circumstance that the Project site has is that it is a receiving area of a Settlement Agreement between the property owner, the City and the State of California. The Settlement Agreement approved a transfer of development rights from 22 beachfront parcels (the sending area) to the subject property (the receiving area). Additionally, the Settlement Agreement transferred ownership of numerous beachfront parcels to the State of California (acting through the State Lands Commission and California Coastal Commission), avoided potentially significant environmental impacts that may have otherwise resulted from future development, preserved coastal resources and recreation areas, and formally established several public access areas. The Project proposes to reduce the number of units from 70 to 50

and seeks approval of a variance to site structures within the required front yard setback similar to the 70 unit entitled project and existing residential units found in the vicinity and under the identical subzone. As such, the project meets this finding.

3. Strict interpretation and enforcement of the specified regulations would deprive the applicant of privileges enjoyed by owners of other properties in the vicinity and under the identical coastal sub-zone.

Granting the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and under the identical coastal sub-zone and otherwise denied to the property owner for which the variance is sought because (1) the permitted primary use of the property will be residential, consistent with the surrounding uses; and (2) the proposed deviation from the front yard setback development standards will allow the applicant to construct residence units on corner lots, which are similar to those on surrounding properties in the same coastal sub-zone.

The property owner is seeking approval to deviate from the required front yard setback. A significant number of developed parcels in the Project's immediate vicinity are either single or multi-family residential units, and the variance is requested to enable the Applicant to construct 50 townhomes of comparable size and height to other residential developments. Strict application of the required front yard setback development standard would compromise the construction of at least 17 of the 50 proposed townhomes, which is less than the existing 70 units entitled for the project site. The Applicant's request does not seek any special privileges that are not already possessed by other surrounding property owners in the same sub-zone and located on corner lots who enjoyed the opportunity to build structures and property walls within the required front yard setback. In order for the subject property to enjoy the same substantial property rights as other property owners in the same vicinity, approximately 17 structures would have to be redesigned to be substantially smaller than the majority of units, which would provide for an awkward design layout. Furthermore, granting of the variance will result in a more environmentally balanced project than the entitled project which is approved for 70 units. Other than the height requirement, the Project meets all other required development standards. Therefore, this Project meets this finding.

4. The granting of the variance would not be detrimental to the protection and maintenance of adjacent resources or to public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

The granting of this variance will not be detrimental to the public health, safety or welfare or injurious to property or improvements in the vicinity and zoning district in which the property is located. The proposed Project is in compliance with all applicable development standards for townhome projects in the R-3-C zoning district, with the exception of the required front yard setback, for which a variance is recommended. The Project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the

public's health, safety, or welfare and the revised plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Fire and Police Departments. No other public health, safety or welfare concerns arise from construction of a single-family residence, which is an allowed use in the R-3-C zone, on an existing, legal lot. As such, the proposed Project meets this finding.

5. The variance would not adversely affect access to or along the shoreline, including the physical and visual qualities or access.

The variance will facilitate the Project to be designed consistent with other similar projects located within the R-3-C sub-zone which is generally characterized by residential uses, inclusive of single and multi-family residential units. Additionally, approval of the variance will allow the Project to be designed consistent with the existing residential development found within the Oxnard Dunes and neighboring Oxnard Shores communities. As proposed, the Project will be consistent with future multi-family residential projects anticipated in the similar sub-zones within the general area. Based on the information provided, this Project meets this finding.

6. The variance would not allow a use or activity not expressly authorized in the sub-zone applicable to the property.

The Project site is an infill property, and will therefore be provided with adequate fire, police, water, sanitation, and utility services. Additionally, The Project has been found to be consistent with anticipated development for this site. The Project will be served by existing water mains along Wooley Road and harbor Boulevard. Sewer connections serving the proposed parcel will be provided by an existing line in Wooley Road. 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. This project meets this finding.

7. The proposed variance would be consistent with all applicable policies of the Oxnard Coastal Land Use Plan.

The variance will facilitate the Project to be designed in a developed area and provide needed housing near the coast without endangering local resources. The use is consistent with all of the applicable policies for multi-family development in the certified Oxnard Coastal Land Use Plan such as the project is designed to be developed at a density of 14.6 dwelling units/acre which is less than the stipulated density identified in Coastal Policy No. 23 where it states that multi-family residential shall be limited to a density of no more than 18 units/acre. The Project is also consistent with Coastal Policy no. 71, which states that the City shall ensure public use of the vacant oceanfront lots in the Oxnard Shores Neighborhood, including use of the Transfer of Development Rights program. The Project site is the designated Receiving Area according to the Transfer of Development Rights program, and ensures public use of specified vacant oceanfront lots in the Oxnard Shores Neighborhood under the terms of the Settlement Agreement.

The Project has been designed to not impede public access to the beach. In fact, the road and pedestrian improvements to Wooley Road and Harbor Boulevard, improved sidewalks, traffic lights and crossing walks will facilitate public access to the coast. Therefore, this project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment with incorporation of project mitigation measures. Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”.

The Initial Study and Mitigated Negative Declaration (MND) from 2010 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project. The proposed project being considered by the Planning Commission is a reduction in the number of residential units. An Addendum to the 2010 MND was prepared. The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in June of 2010.

The IS/MND, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final IS/MND. All mitigation measures included in the adopted Final Initial Study and Mitigated Negative Declaration (IS/MND) and the Addendum to the IS/MND have been included as conditions of approval in the Coastal Development Permit Resolution. Consistent with State Law, the Addendum is not required to be circulated for public review or input.

SECTION 3. The Council of the City of Oxnard upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 17-590-01 (Coastal Zone Variance, for the reasons set forth and described in Planning Commission Resolution No. 2017-22, and subject to the conditions of approval therein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 14th day of November, 2017, 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. 2017_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-07 (TENTATIVE SUBDIVISION MAP NO. 5984) TO ALLOW SUBDIVISION OF APPROXIMATELY 3.96 ACRES OF VACANT LAND INTO TWO RESIDENTIAL LOTS AND 50 CONDOMINIUM UNITS AND PAYMENT OF AN IN-LIEU AFFORDABLE HOUSING FEES IN ACCORDANCE WITH CITY COUNCIL ORDINANCE NO. 2615 LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam, (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide an existing parcel into two parcels to be utilized for the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and recommended that the City Council approve 16-300-07 (Tentative Subdivision Map No. 5984) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “**Project**”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, on November 14, 2017 the City Council of the City of Oxnard (“**City Council**”) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map for Tract No. 5984) to subdivide an existing parcel into two parcels to be utilized for the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan and Local Coastal Plan elements thereof for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and

imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the comments of the City Council member, members of the public, and interested groups and agencies were adequately responded to; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the 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 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.

WHEREAS, the comments of the City Council, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Project is located within the Coastal Zone and thus subject to the Local Coastal Plan and Coastal Zoning Ordinance pursuant to the Coastal Act. The proposed subdivision, inclusive of the 50 townhomes, pool and recreational building, property/private walls; landscaped areas, parking, sidewalks are consistent with the policies and provisions of the Local Coastal Plan because the proposed land use of the project is of a multi-family use, which is an allowed use pursuant to the Residential Existing (REX) land use designation of the Local Coastal Plan. Based on Local Coastal Policy No. 23 and the terms of the Settlement Agreement (the subject property is an in-fill parcel allowing up to 70 condominium units, in exchange for the 23 beachfront parcels that were precluded from future development and transferred to the State Lands Commission to remain in perpetuity as public beach areas), the land use designation of Residential Existing allows a maximum of 18 dwelling units per acre. The project site has an area of 3.96 acres which allows a maximum of 70 residential units per acre; however, the project is requesting to construct 50 residential units. The construction of the proposed 50 townhomes and associated improvements does not change the land use of the subject site. Additionally, the townhomes have been designed to meet the required developments standards identified in the R-3-C subzone (Garden Apartment Zone) as prescribed in the Residential Existing land use, with the exception of the deviation of the front yard setback that the project is requesting approval of a variance. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed two parcel division is consistent with applicable provisions of the City of Oxnard Local Coastal Plan because the proposed lot division for multi-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, each parcel included in the proposed subdivision has been designed to meet the

required minimum lot area identified in the R-3-C subzone (Garden Apartment Coastal) as prescribed by the Residential Existing land use. No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the Garden Apartment Coastal (R-3-C) subzone standards. As proposed and conditioned, the project will meet the development standards of the Residential Existing land use designation, which require residential uses to be designed pursuant to the R-3-C development standards such as: parking, minimum lot area, density, side yard setback and height. However, the project is seeking approval of a variance to deviate from the front yard setback requirement similar to existing development found within the vicinity and under the identical subzone. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Garden Apartment Coastal subzone and Residential Existing land use designation within the Local Coastal Plan. The land use designation of Residential Existing and the terms of the Settlement Agreement, allows a maximum of 18 dwelling units per acre. The project site has an area of 3.96 acres which allows a maximum of 70 residential units; however, the project is requesting to construct 50 residential units. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species as identified in adopted Mitigated Negative Declaration for the 70 unit approved project. Additionally, the project is not designated nor determined to be an Environmentally Sensitive Habitat Area. Therefore, the Project meets this finding.

(6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with Garden Apartment Coastal subzone. The proposed land use of the project is of a multi-family residential use, which is an allowed use under the City's Local Coastal Plan and the terms of the Settlement Agreement. The surrounding uses are characterized by residential uses, which are predominantly single and multi-family.

A number of off-site improvements will be constructed with the project in order to improve traffic circulation in the vicinity, including the following: dedication and construction of a right-turn lane on westbound Wooley Road; a new 6-foot wide Class II bike lane on both sides of Wooley Road; modification of traffic signals at the intersection of Harbor Boulevard and Wooley Road; new sidewalks, ramps, curb/gutter, storm drains, and street repaving adjacent to the project site; and placing utility lines underground along the north side of Wooley Road adjacent to the project site.

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. 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. Consequently, this project meets this finding.

(7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

The design of the proposed land division and parcel improvements will not conflict with easements because the Project site is currently vacant. Additionally, the land division has been configured to continue to allow for Canal Street, which currently bisects the parcel, to provide access to the residences in the Oxnard Dunes neighborhood which is accessed off of Wooley Road. As such, this Project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment with incorporation of project mitigation measures. Section 15164(d) ("Addendum to an EIR or Negative Declaration") of the CEQA Guidelines states: "The

decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”.

The Initial Study and Mitigated Negative Declaration (MND) from 2010 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project. The proposed project being considered by the Planning Commission is a reduction in the number of residential units. An Addendum to the 2010 MND was prepared. The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in June of 2010. The Addendum and Mitigation Monitoring and Reporting Program are included as an exhibit attached to this Resolution as Exhibit A.

The IS/MND, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final IS/MND. All mitigation measures included in the adopted Final Initial Study and Mitigated Negative Declaration (IS/MND) and the Addendum to the IS/MND have been included as conditions of approval in the Coastal Development Permit Resolution. Consistent with State Law, the Addendum is not required to be circulated for public review or input.

SECTION 3. Based on the findings set forth herein, the City Council of the City of Oxnard approves Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map for Tract No. 5984), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire

PK	Parks	CE	Code Enforcement
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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 September 7, 2017 (“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 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. Developer’s commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (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)

PLANNING SPECIAL CONDITIONS

9. This permit is granted subject to the approval of the Coastal Development Permit from the California Coastal Commission for the portion of the project site that is in the California Coastal Commission's retained jurisdiction and Coastal Zone Variance (PZ No. 17-590-01) for the project property. (PL)
10. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permit permits are issued, Developer shall pay the current in-lieu affordable housing fees, to be calculated at the time of building permit issuance. (PL)

DEVELOPMENT SERVICES STANDARD CONDITIONS

11. 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)
12. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
13. 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)
14. 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)
15. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
16. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
17. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)

18. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
19. 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)
20. 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)
21. 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)
22. 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)
23. 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)
24. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
25. 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)

26. 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)
27. 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)
28. 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)
29. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
30. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
31. 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)

32. 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)
33. "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)
34. 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)
35. 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)
36. 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)
37. 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)
38. 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)
39. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
40. 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)

41. 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)
42. 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)
43. 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)
44. 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)
45. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
46. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
47. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
48. 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)
49. 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)
50. 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)

51. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
52. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
53. 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)
54. 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)
55. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
56. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
57. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)
58. 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)
59. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
60. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
61. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
62. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

63. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)
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 shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
66. 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)
67. 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)

68. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
69. 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)
70. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
71. 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)
72. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
73. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be

provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

Storm Water Quality Conditions

74. Developer has provided preliminary calculations indicating that Developer will claim this project is eligible for 'Technical Infeasibility' under the Technical Guidance Manual ("TGM") based on the 5-foot separation requirement from groundwater to bottom of infiltration device. The seasonal high groundwater elevation definition provided on Page 6-3 of the TGM shall be used in determining technical infeasibility. If the Development Services Manager determines that the project is eligible for technical infeasibility, Developer shall follow the guidelines specified under the section titled 'Determining Maximum Volume Feasibly Infiltrated and/or Biofiltered' on page 3-10 of the TGM. This section of the TGM specifically includes a requirement that biofilter style treatments (bioretention with underdrain, planter boxes, vegetated swales, etc.) be attempted prior to use of mechanical devices. (DS)
75. Developer shall provide evidence that ongoing maintenance for stormwater treatment devices is included as a separate line item in the property owners association financial paperwork filed with the Department of Real Estate. Developer shall also include such maintenance responsibilities in the property owner CC&Rs. Preliminary versions of these documents are to be provided to the Development Services Manager for review prior to issuance of site improvement permits. (DS)

Stormdrain Conditions:

76. Developer shall provide a hydraulic evaluation of the Wooley Road stormdrain that is proposed to convey stormwater from this project. The hydraulic evaluation shall begin at the existing connection to the Edison Canal. Developer shall be responsible for upgrading any existing downstream stormdrain improvement that is determined to be inadequate to meet City design standards. Site hydrology calculations shall assume a runoff C Factor (likely 70) appropriate for the site imperviousness. (DS)
77. Developer's engineer shall provide an analysis of the secondary overflow elevations and discharge points that assumes occlusion of the main stormdrain line. Evaluation shall provide documentation that building finished floors are protected from inundation during a 1% chance (100-year) event. (DS)

Water Conditions

78. In accordance with City Code, Developer shall provide a separate water meter for each condominium unit. Location of water meters shall be approved by the City of Oxnard Water Division and the Development Services Manager. (DS)

Street Conditions

79. Developer shall include installation of street lighting along the project's Wooley Road and Harbor Boulevard frontages in conformance with City standards. (DS)
80. Developer shall reconstruct the full width and length of the existing alley after installation of proposed water and sewer lines. (DS)
81. Developer shall reconstruct the existing alley entrances to provide ADA compliant path along the Canal Street and Harbor Boulevard public sidewalks. Reconstruction shall include a short sidewalk transition on Harbor Boulevard north of the existing alley (DS)
82. Developer shall reconstruct the full width of Canal Street between the existing alley and Wooley Road after installation of proposed water, sewer, and stormdrain lines. (DS)
83. Developer shall grind (0.13 foot minimum) and overlay the northerly half (approximately) of Wooley Road along the project frontage after installation of all necessary utility improvements. Developer shall also provide a slurry seal over the southerly half of Wooley Road along the project frontage prior to restriping the roadway. (DS)

Miscellaneous Conditions

84. Developer shall construct a 24-inch wide level area behind the Wooley Road and Harbor Boulevard public sidewalks with a slope of 5% or flatter. Developer shall design all other areas with 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, onsite walk, trail, curb, or similar improvement. The required level area shall be clearly indicated on the site grading plan. (DS)
85. Developer shall place existing overhead utility lines (except electrical lines in excess of 33KV) on and adjacent to the project (including Wooley Road, Harbor Boulevard and along the canal edge of the project) underground. Before issuance of a site improvement permit or recordation of a final map, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation. (DS)

86. Developer shall abandon (remove) all existing sewer and water laterals to the site that are not proposed for use by the project. (DS)
87. Developer shall construct a minimum 7-foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. All other site walks shall be a minimum of 5-foot wide except that walks may be 4-foot wide if they serve a single unit. (DS)
88. Developer shall provide a minimum 5-foot setback (both sides) between a trash enclosure and the nearest vehicle parking space. All trash enclosures shall be constructed with a pedestrian access door that is located in accordance with City standard plates. Developer may construct trash enclosures in accordance with City standard plate 606 if a pedestrian access door centered in the rear wall of the enclosure is added. Use of modified plate 606 will facilitate compliance with 5-foot setback requirement. (DS)
89. Developer shall dedicate to the City all rights of ingress and egress to Wooley Road and Harbor Boulevard along the project frontages. (DS)

Traffic Conditions

90. Developer shall install a solar powered Rectangular Rapid Flashing Beacon (RRFB) system at the proposed north-south crosswalk along Wooley Road at Canal Street. The RRFB shall be per City of Oxnard standards. Installation shall include signage and thermoplastic pavement markings that conform to the Manual on Uniform Traffic Control Devices (MUTCD) standards. Final design is subject to approval of the City Traffic Engineer. (TR)
91. Developer shall modify the traffic signal and adjust intersection striping at the Wooley Road and Harbor Boulevard intersection as required to implement the proposed widening and installation of a crosswalk on the north leg of the intersection. The signal modification shall include, but not necessarily be limited to, provision of traffic loops, a traffic signal battery back-up system, a new service equipment enclosure and emergency vehicle detection (EMTRAC) system. Final design is subject to approval of the City Traffic Engineer. (TR)
92. Developer shall install 2" conduit with pull rope and pull boxes to accommodate a future interconnect cable for the City's Intelligent Transportation System (ITS) program. The conduit shall run from the northeast corner of the Wooley Road and Harbor Boulevard intersection along the north side of Wooley Road. The conduit shall cross Wooley Road easterly of Chesapeake Drive and join the existing pull box for interconnect easterly of Tradewinds Drive. Maximum pull box spacing shall be 200 feet. (TR)

93. Developer shall acquire and dedicate sufficient right-of-way to the City along the Wooley Road and Harbor Boulevard frontages to encompass the new improvements from back of sidewalk to back of sidewalk. (TR)
94. Developer shall reconstruct the existing curb ramp at the southeast corner of Wooley Road and Harbor Boulevard to comply with current disabled access requirements and address the sand accumulation problem at the existing ramp. (TR)
95. Developer shall construct pedestrian crossing improvements across the northerly leg of the Wooley Road/Harbor Boulevard intersection to provide an accessible path from the northeast corner of the intersection to the ocean side of the frontage road on the west side of the intersection. The pedestrian crossing shall be designed to be as perpendicular to Harbor Boulevard traffic lanes as practical. The design shall include construction of new access ramps and reconstruction of the existing median between the frontage road and Harbor Boulevard to accommodate the pedestrian crossing. The final design is subject to approval of the Development Services Manager. (TR)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 14th day of November, 2017, 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

Aerial Map



OXNARD
California

Oxnard Planning

June 23, 2017

PZ 16-400-04, 16-300-07
Location: NE Harbor & Wooley Rd.
APN: 1960033295

Anacapa

0 62.5 125 250 375 500 Feet

Aerial Map

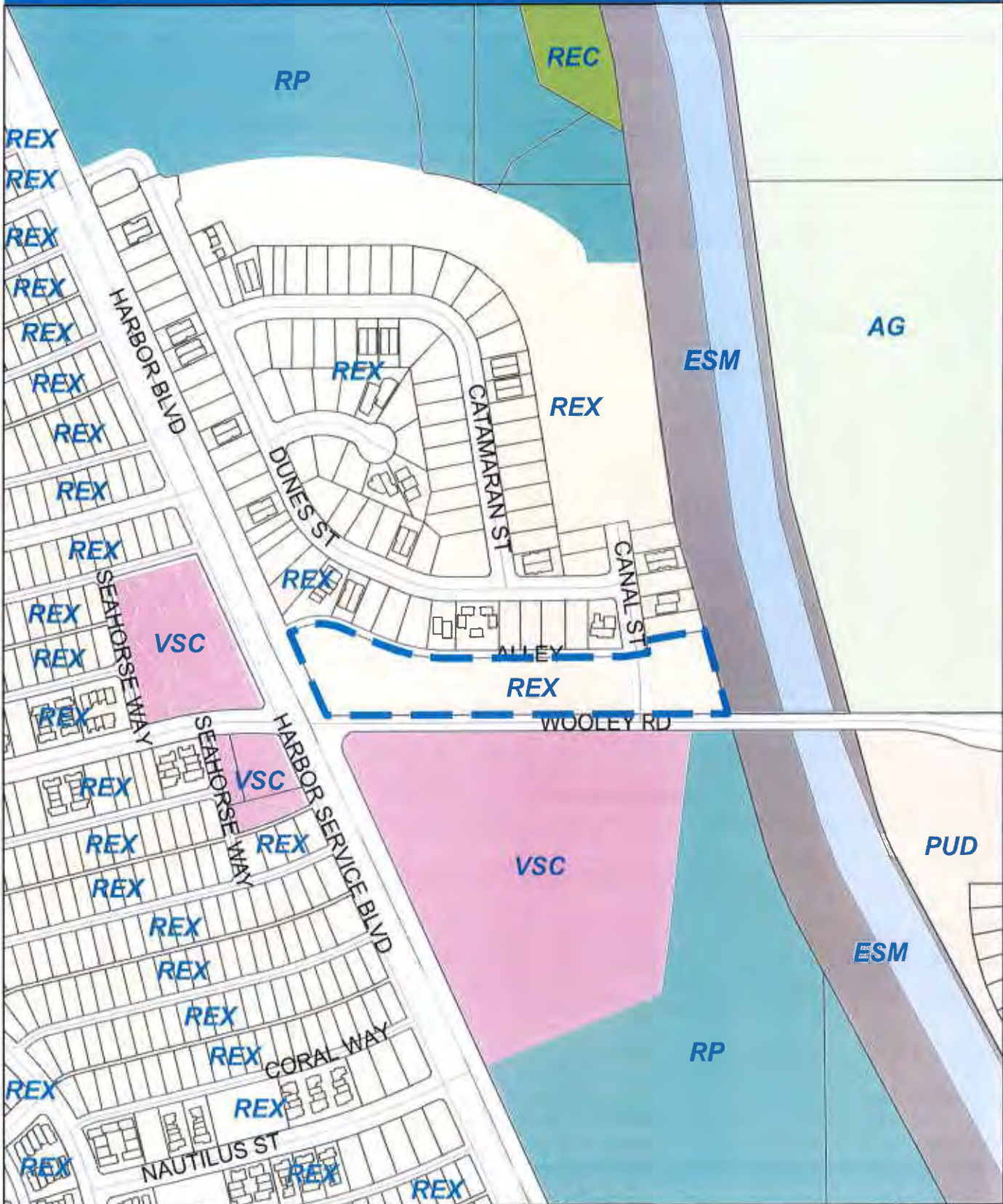
2015 Aerial



Vicinity Map



2030 General Plan Land Use Map

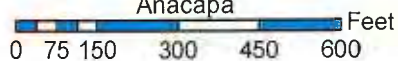


Zoning/Specific Plan Map



Oxnard Planning
June 23, 2017

PZ 16-400-04, 16-300-07
Location: NE Harbor & Wooley Rd.
APN: 1960033295
Anacapa



Zoning/Specific Plan Map



1:4,000

RESOLUTION NO. 2017 – 17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 16-400-04 (COASTAL DEVELOPMENT PERMIT) TO ALLOW DEVELOPMENT OF 50, THREE-STORY TOWNHOME DWELLING UNITS WITH ATTACHED PARKING GARAGES, POOL AND RECREATION BUILDING, AND ASSOCIATED INFRASTRUCTURE INCLUDING STREETS, SIDEWALKS, UTILITIES AND LANDSCAPING ON TWO PROPOSED LOTS ON A VACANT 3.96 ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam, (the “Applicant” and/or “Permittee”) submitted a request to allow construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “Project”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan and Local Coastal Plan elements thereof for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

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

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

1. **The proposed use is conditionally permitted within the subject sub-zone and complies with all of the applicable provisions of Chapter 17 of the Oxnard City Code.**

The proposed 50-unit condominium project, inclusive of attached two-car garages; a pool and recreational building; and associate site improvements, is conditionally permitted within the R-3-C sub-zone with a Coastal Development Permit, pursuant to Section 17-14(C)(2) of the City of Oxnard Coastal Zoning Ordinance. Pursuant to OMC Section 17-14(D), the maximum allowed height of any building is three stories, not to exceed 35 feet. The project has been designed with structures with various heights and levels but not to exceed three-stories and the maximum allowed height of 35 feet. Based on OMC Section 17-14(D)(2), the maximum density allowed is based on a minimum lot area of 2,400 square feet per dwelling unit. The project proposes to construct 50 condominium units, which is below the maximum allowed density of 70 units. The project is required to provide 25% Interior Yard Space (IYS) pursuant to OMC Section 17-14(D)(4). As designed, the project will provide over 43,770 square feet of IYS which equates to approximately 29%, which is greater than the minimum 25% required by the Coastal Zone Ordinance. OMC Section 16-222(F) [Off-Street Parking], requires two garage spaces for the project and one visitor parking space for the first 30 units and 0.5 visitor space for the remaining spaces. As designed, the project will provide an attached two-car garage to each unit (100 required spaces) and 42 visitor parking spaces, which is more than the required 40 visitor parking spaces.

In addition to the R-3-C development standards, City Council Resolution No. 7658 provides advisory standards that are intended to encourage amenities that enhance the livability of condominiums. The amenities contained within City Council Resolution No. 7658 include minimum dwelling size; number of bedrooms; distance to parking spaces; private patios; storage; common areas; security; and handicap. These amenities are **not requirements** and projects are **not required** to provide them. However, the project has been designed to include all of the amenities, with the exception of the installation of elevators for all three-story buildings.

The project site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Pursuant to OMC Section 16-10(A)(48), the front lot line is defined as the

line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining lot lines. Based on the unique circumstances outlined above, the Project requests a variance to deviate from the required front yard setback requirement in order to accommodate townhome units and privacy walls within the required front yard setback. Therefore, based also upon the Project meeting all the variance findings, the proposed project meets this finding.

2. **The proposed use would not impair the integrity and character of the sub-zone in which would be located.**

The R-3-C sub-zone is specifically characterized by residential uses, inclusive of single and multi-family residential units. The proposed 50-unit townhome project is consistent with the surrounding residential development. Given that the residences within the Oxnard Dunes and surrounding Oxnard Shores Neighborhoods represent an eclectic variety of architectural types with no single or dominant architectural style, the Modern-style architecture is fitting for the neighborhood. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. The proposed Project will not impair the integrity and character of the subject sub-zone; therefore, this project meets this finding.

3. **The subject site in terms of location and intensity of use would be physically suitable and would protect and maintain adjacent coastal resources for the land use being proposed.**

As proposed and conditioned, the Project will meet the development standards of the R-3-C zone (Garden Apartment Zone). However, the Project is seeking a variance to deviate from the required front yard setback requirement in order to accommodate townhome units and privacy walls within the required front yard setback. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3-C sub-zone as stipulated in Oxnard Coastal Ordinance and Chapter 16 of the Oxnard Municipal Code. 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 proposed use would be compatible with the land uses presently on the subject property.**

The subject site is currently vacant and has been entitled for a Tentative Subdivision creating five parcels and subdividing for 70 air-rights condominium units; a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, parking garages, pool and recreation building,

amenities, and associated site improvements; and a Coastal Zone Variance to modify the development standards for specified front, side, and rear yard setbacks to permit various structures. The Project proposes approval of 50 three-story townhomes with attached two-car garages; pool and recreational building; and site improvements, which is consistent with the previous entitlement, which is below the allowed density for the site. As such, this project meets this finding.

5. **The proposed use would be compatible with existing and future land uses within the sub-zone and the general area in which the proposed use would be located.**
The proposed Project is consistent with the R-3-C sub-zone which is generally characterized by residential uses, inclusive of single and multi-family residential units. Additionally, the Project has been designed to be consistent with the existing residential development found within the Oxnard Dunes and neighboring Oxnard Shores communities. As proposed, the Project will be consistent with future multi-family residential projects anticipated in the similar sub-zones within the general area.
6. **There are adequate public services for the proposed use, including, but not limited to, fire and police protection, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.**
The Project site is an infill property, and will therefore be provided with adequate fire, police, water, sanitation, and utility services. Additionally, The Project has been found to be consistent with anticipated development for this site. The Project will be served by new water mains and sewer connections along the existing alley and Canal Street. 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. This project meets this finding.
7. **The proposed use will provide a type and level of public access consistent with the access policies and standards of the Oxnard Coastal Land Use Plan.**
The Project has been designed to not impede public access to the beach. In fact, the road improvements to Wooley Road and Harbor Boulevard, improved sidewalks, traffic lights and crossing walks will facilitate public access to the coast. Therefore, this project meets this finding.
8. **The proposed use would be appropriate in light of an established need, based upon the underlying goals and objectives of specific Oxnard Coastal Land Use Plan policies, applicable to the proposed location.**
Continued construction of single and multi-family residential projects on vacant and occupied parcels along the Coastal Zone demonstrates that there is a market demand and active interest from people wishing to live along the coast near the beach. Furthermore, according to the terms of the Settlement Agreement, the subject property is an in-fill parcel allowing up to 70 condominium units, in exchange for the 22 beachfront parcels that were precluded from future development and transferred to the State Lands Commission to remain in perpetuity as public beach areas. The proposed Project requests to construct 50 residential units, which is below the allowed density for the site. As such, this project meets this finding.

9. The proposed use would be consistent with all of the applicable policies of the certified Oxnard Coastal Land Use Plan.

The proposed Project will take place in a developed area and provides needed housing near the coast without endangering local resources. The use is consistent with all of the applicable policies for multi-family development in the certified Oxnard Coastal Land Use Plan such as the project is designed to be developed at a density of 14.6 dwelling units/acre which is less than the stipulated density identified in Coastal Policy No. 23 where it states that multi-family residential shall be limited to a density of no more than 18 units per acre. The Project is also consistent with Coastal Policy no. 71, which states that the City shall ensure public use of the vacant oceanfront lots in the Oxnard Shores Neighborhood, including use of the Transfer of Development Rights program. The Project site is the designated Receiving Area according to the Transfer of Development Rights program, and ensures public use of specified vacant oceanfront lots in the Oxnard Shores Neighborhood under the terms of the Settlement Agreement. Therefore, the project meets this finding.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-400-04 (Coastal Development Permit), subject to the attached conditions of approval.

SECTION 3. 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 4. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note:

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

DEPARTMENTS AND DIVISIONS			
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 September 7, 2017, ("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. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. 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)
14. 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)
15. 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).
16. The subject Coastal Development Permit shall not become effective until 20 working days have elapsed without appeal to the Coastal Commission following the proper receipt by the Coastal Commission's Executive Director of the notice of permit issuance pursuant to Section 13316 of the Coastal Commission Code of Regulations. Such notice to the Coastal Commission shall be given by Planning Division staff as described by Sections 17-58 H through J of the Oxnard City Code. (PL, G-17)

LANDSCAPE STANDARD CONDITIONS

17. 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)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)

19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
20. 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)
21. At the time of planting, Developer shall provide at least 24-ince box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. 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)
23. 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)
24. 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 Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)
25. 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)
26. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer

- to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)
27. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
 28. 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)
 29. 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)
 30. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)
 31. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)
 32. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

33. 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)
34. 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)

LANDSCAPE SPECIAL CONDITIONS

35. Developer shall pay Quimby Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment. (PK,B, PL-45)
36. Change the groundcover in the parkway on Harbor Blvd to a low shrub or to *Myoporum parvifolium* or to another groundcover approved by staff.
37. Any walls facing a public right of way shall be covered to the full height of the wall (except where signage occurs) with some combination of shrubs or vines to act as a graffiti deterrent.
38. Trees planted on the North side of the alley shall be maintained by the project Master Property Home Owner's Association or Condo Association.

FIRE DEPARTMENT STANDARD CONDITIONS

39. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Unless otherwise specifically approved by the Fire Chief. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
40. 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)
41. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
42. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of

occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

43. 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)
44. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
45. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
46. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
47. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
48. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
49. 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)
50. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the residents and Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department. (FD, F-13)
51. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F15)
52. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)

FIRE DEPARTMENT SPECIAL CONDITIONS

53. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
54. Before the city issues a certificate of occupancy, the developer shall install a Knox vault at a location to be determined by the Fire Department.

55. Fire sprinkler coverage is required for:
- Patios, overhangs or any other projections that are 48" or more from the structure.
 - Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
 - Sprinkler coverage will be required in closets and bathrooms.
 - Trash enclosures shall be equipped with a Fire sprinklers, and it's own shut-off valve.
56. 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.

PLANNING DIVISION STANDARD CONDITIONS

57. 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)
58. 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)
59. 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)
60. 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)
61. 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)
62. 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.

63. 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*)
64. 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*)
65. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
66. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
67. 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*)
68. 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*)
69. 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*).
70. 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*)
71. 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*)
72. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)

73. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)
74. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)
75. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
76. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood or other acceptable material subject to approval of the Planning and Environmental Services Manager. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
77. Additions and patio covers shall conform to the requirements of the R-3 zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
78. 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*)
79. 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*)
80. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
81. 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*)
82. 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*)

83. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
84. 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*)
85. 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*)
86. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

PLANNING DIVISION SPECIAL CONDITIONS

87. This permit is granted subject to the City's approval of a tentative 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)
88. This permit is granted subject to the approval of a Coastal Development Permit from the California Coastal Commission for the portion of the project site that is in the California Coastal Commission's retained jurisdiction. (PL)
89. This permit is granted subject to the approval of the PZ No. 16-300-07 (Tentative Subdivision Map) and PZ No. 17-590-01 (Coastal Zone Variance) for the project property. (PL)
90. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
91. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)

92. 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)
93. 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)
94. Applicant shall comply with Mitigation measures identified within MND No. 09-03, Addendum No. 1, and as amended through project design specifications and technical studies, reports, and recommendations required in order to secure all required City permits.

POLICE DEPARTMENT SPECIAL CONDITIONS

95. Project shall comply 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 one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
96. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
97. Lighting instruments shall be LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
98. 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.
99. Common area lighting shall operate dusk to dawn.
100. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential

places of concealment.

101. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.
102. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. This plan shall be submitted and approved prior to the issuance of building permits.
103. Oxnard City Ordinances 7-100 through 7-106 provides that should the Oxnard PD respond to a loud party event twice in a 72-hour period the host of that event may be billed up to \$500 for police services. The property owner and the owners of individual units should be made aware of these provisions and steps should be taken to prevent such disturbances and hold owners and renters accountable for such activities through CC&Rs and/or HOA rules.
104. Pool area signage & CC&Rs – Amplified music shall not be audible beyond the confines of the pool area.
105. Common areas with access control points shall utilize “Click 2 Enter” to provide first responder access. This would apply to the pool area.
106. Provide cut sheets for access control systems and hardware.
107. The property management firm responsible for managing the site shall post a minimum of two signs, each visible from the public right of way, identifying the management company’s name and phone number.
108. Block walls on the site, including trash enclosures, shall have landscape elements in place that dissuades the application of graffiti. Creeping fig or similar plantings are suggested.
109. Should the applicant/owner choses to install an alarm system, 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.

ENVIRONMENTAL RESOURCES DIVISION

110. 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.

111. 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.
112. 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.
113. 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.
114. Solid waste containers that will be placed for City pick-up are required to be stored in a patio, yard, or storage area and not in the garage. Such solid waste containers shall be stored on a concrete slab and any residential gate used to access such containers shall be sized to allow clearance by a three-foot wide cart.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of September, 2017, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):



Deidre Frank, Chair

ATTEST: _____
Kathleen Mallory, AICP, Secretary

Exhibit A: Addendum to Mitigated Negative Declaration 09-03

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of September, 2017, and carried by the following vote:

AYES: Commissioner(s): Chua; Dozier; Fuhring; Huber; Sanchez

NOES: Commissioner(s): None

ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): Frank



Deidre Frank, Chair

ATTEST:

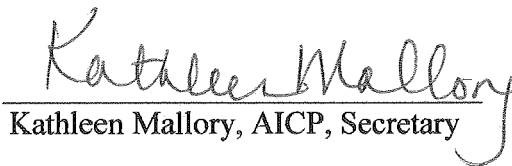

Kathleen Mallory, AICP, Secretary

Exhibit A: Addendum to Mitigated Negative Declaration 09-03



**ADDENDUM TO INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION 09-03
(SCH No. 2010011069)
ANACAPA TOWNHOMES CONDOMINIUM DEVELOPMENT**

Prepared by:
City of Oxnard
Development Services Department
Planning Division
214 South C Street
Oxnard, California 93030

Exhibit A

*Anacapa Townhomes- Addendum MND 09-03 (State Clearinghouse No. 2010011069)
PZ Nos, 16-400-04; 17-590-01; and 16-300-07;
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1.0 INTRODUCTION

This environmental document is an Addendum to the Anacapa Townhomes Condominium Development Initial Study/Mitigated Negative Declaration [IS/MND] State Clearinghouse No. 2010011069, adopted in September 20, 2010 by the City of Oxnard. Since adoption of the IS/MND, an amended project has been filed with the City of Oxnard requesting to construct 50 townhome units instead of constructing 5 buildings containing 70 condominium air-right units.

As demonstrated in this Addendum to the MND, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of the proposed project pursuant to California Environmental Quality Act (CEQA). The 2010 IS/MND is hereby incorporated by reference; the 2010 IS/MND is available for review at the City of Oxnard Planning Division, located at 214 South C Street.

1.1 BACKGROUND

The Project was originally approved by the Planning Commission on August 20, 2010, inclusive of a recommendation to the City Council to approve a Tentative Subdivision Map creating 5 parcels and subdividing for 70 air-rights condominium units; and adopted a Mitigated Negative Declaration; approving a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, parking garages, pool and recreation building, amenities, and associated site improvements; and a Coastal Zone Variance to all the project to allow structures to deviate from the required yard setbacks. On September 20, 2010 the City Council upheld the Planning Commission's decision to adopt a Mitigated Negative declaration; approve a Coastal Development Permit and Coastal Variance Permit and approved the Tentative Subdivision Map.

The Mitigated Negative Declaration (MND No. 09-03), consisting of the Initial Study and mitigation measures, was circulated for public review and comment from January 25, 2010, through February 23, 2010. The IS/MND evaluated potential environmental effects on aesthetics, agriculture resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, utilities and service systems, and mandatory findings of significance. Ten areas of concern were identified as potentially being affected, and mitigation measures have been included to reduce or avoid the potentially significant impacts. The following sections in the Initial Study include mitigation measures: air quality, biological resources, cultural resources, geology/soils, hydrology, noise, public services, recreation, transportation/traffic, and utilities/service systems. The short-term impacts (i.e. construction activities) that are less than significant after mitigation are air quality, biological resources, cultural resources, geology/soils, hydrology, and noise.

1.2 PURPOSE OF ADDENDUM TO THE IS/MND

The purpose of this Addendum is to evaluate whether the proposed Project as currently proposed would result in any new or substantially greater significant effects or require any new mitigation measures not identified in the 2010 IS/MND for the original Project. This Addendum, together with

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the 2010 IS/MND will be used by the City of Oxnard when considering approval of the proposed Project modifications.

1.3 CEQA FRAMEWORK FOR ADDENDUM

For a proposed modified project, State CEQA Guidelines Sections 15162 and 15164 provide an Addendum to an adopted MND may be prepared if only minor technical changes or additions are necessary or none of the following conditions calling for the preparation of a subsequent MND have occurred:

Substantial changes in the project, which require major revision to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

Substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

New information of substantial importance, which was not known and could have been known with the exercise of reasonable diligence at the time of MND adoption, shows any of the following:

- i. the project will have one or more significant effects not discussed in the MND;
- ii. the project will result in impacts substantially more severe than those disclosed in the MND;
- iii. mitigation measure or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative, or
- iv. mitigation measures or alternatives that are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

The purpose of this Addendum is to evaluate the proposed modifications to the original project and to demonstrate that the proposed Project does not trigger any of the conditions described above. Based upon the information provided in Section 3.0 of this document, an Addendum to the 2010 IS/MND is the appropriate CEQA document.

1.4 CONCLUSIONS

As verified in this Addendum, the analyses and the conclusions in the 2010 IS/MND remain valid. The proposed changes to the Project would not cause new significant effects not identified in the MND nor substantially increase the level of environmental effect reported in the MND. Therefore, no new mitigation measures would be necessary to reduce significant effects. No change has occurred with respect to circumstances surrounding the Project that would cause new or substantially more severe significant environmental effects than were identified in the 2010 IS/MND. In addition, no new information has become available that shows that the project would cause new or

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substantially more severe significant environmental effects which have not already been analyzed in the 2010 IS/MND. Therefore, no further environmental review is required beyond this Addendum.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND SETTING

The project site is located on the northeast corner of Harbor Boulevard and Wooley Road (APN: 196-003-329). The project site is vacant and undeveloped and has an area of 3.96 acres. Harbor Boulevard is adjacent to the site on the west side, Wooley Road is adjacent to the site on the south side, and Canal Street bisects the easterly half of the site. The existing Oxnard Dunes subdivision is adjacent to the site on the north side. The Edison canal is adjacent to the site on the east side.

2.2 PROJECT MODIFICATIONS SINCE IS/MND ADOPTION

The Approved Project evaluated in the 2010 IS/MND consisted of the development of a 3.96 acre vacant property to include:

- a) Tentative Subdivision Map for Tract No. 5843 (PZ No. 09-300-01) to subdivide the property into five residential parcels and create a total of 70 air-rights condominium units;
- b) A Coastal Development Permit (PZ No. 08-400-04) to construct five, multifamily, three-story structures with a combined total of 70 condominium dwelling units, parking garages, recreation facilities, and associated landscaping and driveways (see Figures 3a & 3b); and,
- c) A Coastal Zone Variance (PZ No. 09-590-01) to modify development standards for setbacks to allow architectural projections (e.g. staircases, vertical columns, portions of two rear walls, and a portion of one side wall), and distance between parking spaces and dwelling units. See Figure 4.

The Approved Project evaluated in the 2010 IS/MND also included analysis of the dedication of 8,712 square feet to widen Canal Street and construct an intersection at Wooley Road. Also, the developer proposed to dedicate a 9,583 square-foot portion at the southwest corner of the property in order to construct a 250-foot long right-turn lane on westbound Wooley Road. The existing alley between Harbor Boulevard and Canal Street will be widened, resurfaced, and reconstructed with full improvements.

The proposed revisions to the Project include a decrease in the number of parcels created in the subdivision from 5 to 2 and reduce the number of dwelling units from 70 (contained within 5 three-story buildings) to providing 50 townhome units. Additionally, the revised Project has been designed to provide visitor parking within the required distance from the residential units; thus, eliminating the need for an additional variance which was approved for the previous Project. Road, infrastructure, utility improvements have not changed, although some elements might be modified consistent with current codes and requirements.

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3.0 ENVIRONMENTAL ANALYSIS

This comparative analysis has been undertaken pursuant to the provisions of CEQA Guidelines Section 1562 and 15164 to provide the City of Oxnard with the factual basis for determining whether any changes in the Project, any changes in circumstances, or any new information since the IS/MND was certified require additional environmental review or preparation of a Subsequent MND or Environmental Impact report (EIR) to the IS/MND previously prepared.

The proposed Project would result in a similar duration and intensity of construction activities relative to the original Project. As such, both the approved 2010 Project and the currently proposed Project would result in the construction-related impacts described in the 2010 IS/MND. Compared to the original Project analyzed in the IS/MND, the proposed project would reduce the number of lots created in the subdivision from 5 to 2 and reduce the number of dwelling units from 70 (contained within 5 three-story buildings) to providing 50 townhome units. Additionally, the revised Project has been designed to provide visitor parking within the required distance from the residential units; thus, eliminating the need for an additional variance which was approved for the previous Project. These changes would reduce some long-term environmental effects (e.g., traffic and air quality) and demands on public services and utilities, though those changes would be modest.

Since the 2010 IS/MND was adopted, conditions on and around the Project site remain largely the same. The analyses below identify any changes in existing site conditions as well as changes to policies and regulations governing environmental resources applicable to the Project. This chapter discusses whether those changes result in new or different environmental impacts.

The 2010 IS/MND found that the Project would result in impacts that were either than significant or less than significant with mitigation. The Project has been modified to reduce the number of lots created in the subdivision and the number of dwelling units. Taking into account these changes, the proposed Project would have similar effects as the original Project. As described further below, the revised Project would not result in new or different environmental impacts, nor require new mitigation measures, and no new information has emerged that would materially change the analyses or conclusions set forth in the IS/MND. Therefore, the Project would not change the analysis or conclusions reached in the IS/MND.

3.1 Aesthetics and Urban Design

The 2010 IS/MND found that the Project would have less than significant impact on scenic vistas, scenic resources, existing visual character of the site and its surroundings. The 2010 IS/MND did not identify any impacts to Aesthetics; therefore, mitigation was not required. The proposed Project differs from the previously Approved Project in the number of dwelling units. The Approved Project is allowed to construct 5, three-story buildings providing 70 condominium units on 5 separate lots. The proposed project proposes 50 townhome units distributed on two separate lots.

The Project proposal includes the development of three-story buildings that will not exceed the height limitations of the R-3-C zone as listed in the Coastal Zoning Ordinance. The proposed Project will not block views to the beach since the Coastal Land Use Plan (Section 3.2.5 – Visual Resources)

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specifically states that the ocean is not visible from Harbor Boulevard. Additionally, the existing overhead utility lines and poles adjacent to the project site (i.e. the north side of Wooley Road) will be removed and placed underground, thereby improving the aesthetic quality of the area as well as the scenic routes.

Given that the residences within the Oxnard Dunes and Oxnard Shores Neighborhood represent an eclectic variety of architectural types with no single or dominant architectural style, the Modern-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates earth tone colors, aluminum windows, parapet roof design, French doors, balconies and roof decks, wood post, steel tube metal railings and fiberglass doors. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. The balconies and roof decks are consistent with the architecture of the proposed Modern-style residences and surrounding roof lines of the existing community. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.

The proposed project would result in the construction of 50 townhome units, on property with a coastal zoning designation of Garden Apartment Coastal (R-3-C). The project will generate an amount of light typical for residential development as envisioned in the Coastal Land Use Plan and Coastal Zoning Ordinance. However, the Design Standards of the Coastal Zoning Ordinance require that light sources be stationary and deflected away from adjacent properties. The density of the proposed development is similar to the adjacent neighborhood, and the proposed façade design will help contain the activities, noise, light, parking areas, etc.

The proposed design refinements would not result in additional impacts to aesthetic resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

3.2 Agricultural Resources

The design refinements would not result in additional impacts to agriculture beyond those identified in the IS/MND because there are no prime, unique, or statewide important farmlands in the project study area. The IS/MND did not identify any impacts to agricultural uses; therefore, mitigation was not required. No new mitigation measures are required for the proposed refinements.

3.3 Air Quality

The Ventura County Air basin is currently a non-attainment area for both the Federal and State standards for ozone, and the State standards for PM10. Exceeding the air quality standards is the result of past and ongoing urban and rural development that has caused emissions to exceed the air basin's capacity for dispersal and removal of air pollutants. It should be noted, however, that the goal of the Ventura County Air Quality Management Plan (AQMP), which was most recently revised in 2007, is to reduce ambient ozone concentrations below the National Ambient Air Quality Standards

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(NAAQS) through the implementation of air pollutant emissions controls. The plan predicts attainment of the Federal 8-hour ozone standard by the year 2013. Air quality in Ventura County has improved dramatically since 1990, the 1994 AQMP base year. In 1990, the air quality exceeded the now revoked federal 1-hour ozone standard 18 times. However, in 2003 there were only two days over the federal 1-hour standard, and none in 2004 and 2005. Likewise, all areas of the county have enjoyed similar reductions in federal 8-hour ozone levels. In 1990 there were 117 violations countywide of the federal 8-hour ozone standard, but only 25 in 2009, 13 in 2010, and 8 in 2011. These improvements have occurred despite 29 percent increase in Ventura County's population since 1990. Ventura County attained both the federal 1-hour and the 1997 8-hour ozone standards in 2003 and 2012, respectively. Consequently, on May 27, 2009 the U. S. Environmental Protection Agency issued an attainment finding officially recognizing that Ventura County had attained the federal 1-hour ozone standard, and has proposed a similar attainment finding for the 1997 federal 8-hour ozone standard. That finding was finalized on November 19, 2012. Cumulative air basin air quality impacts were analyzed by the 2030 General Plan PEIR and found to be significant for which an overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.7, Certified Final PEIR, October 2011, page 5-35.

Short-term impacts to air quality are the result of grading and other construction activities associated with the project, such as earth-moving and heavy equipment vehicle operations. The Air Pollution Control District considers short-term activities related to construction to be less than significant impacts. Standard Ventura County Air Pollution Control District (APCD) mitigations will be required in order to minimize on-site construction emissions and maximize dust suppression.

The 2010 IS/MND evaluated the long-term impacts proposed of the Project (e.g. residential activities and vehicle trips) which would result in an increase in vehicle trips to and from the site. Potential long-term air quality impacts associated with the proposed project can be contributed primarily to vehicular emissions and residential appliances. The Project has been designed to reduce long-term emissions (e.g. Energy Star appliances, insulation beyond Title 24 CCR requirements, passive cooling and ventilation, etc.). The City's adopted thresholds of significance for Reactive Organic Compounds (ROC) and Nitrogen Oxide (NOx) emissions is 25 pounds per day. Project emissions were calculated utilizing the Urban Emissions (URBEMIS 2007, Version 9.2.4) computer modeling program. The URBEMIS model estimates that the proposed project would not generate vehicle emissions or other long-term emissions that might exceed the City's air quality thresholds. With implementation of mitigation measures C-7 and C-8, potential long-term impacts will be reduced to the extent feasible.

The proposed Project reduces the number of residential units when compared to the original Project, so the anticipated long-term operational emissions would be slightly less than those calculated in the 2010 IS/MND. Construction-related air quality emissions would not change. Therefore, the modifications to the proposed Project would not result in new or substantially more severe significant effects on air quality.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- C-1 The developer shall prepare and submit an Air Emissions Mitigation Plan for Dust Control. This Plan shall be included as part of the construction contract and submitted to the City of Oxnard for review and approval prior to the issuance of grading permits. This plan shall include the following elements:
- Fugitive dust throughout the construction site shall be controlled by the use of a watering truck or equivalent means, generally at least three times a day (except during and immediately after rainfall). Water shall be applied to all unpaved roads, unpaved parking areas or staging areas, and active portions of the construction site. Environmentally-safe dust control agents may be used in lieu of watering.
 - Revegetate or apply APCD-approved chemical soil stabilizers to all inactive portions of the construction site that are inactive for four or more days.
 - Suspend or curtail all excavation, earth moving, and grading operations during episodes of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties) to prevent fugitive dust from being a nuisance or hazard.
 - Material transported in trucks off site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended. Material transported on site shall be sufficiently watered or secured to prevent fugitive dust.
 - Inform all employees involved in grading operations on the project to wear face masks during dry periods to reduce inhalation of dust.
 - Signs shall be posted on-site requiring traffic speeds to not exceed 15 miles per hour.
 - Sweep streets at the end of the day if visible soil material is carried over to adjacent streets and roads.
 - At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.
- C-2 Maintain equipment engines in good condition and in proper tune as per manufacturer's specifications. Minimize idling time. Prohibit the use of on-site electric generators, and connect to utility lines adjacent to the project site.
- C-3 If feasible, use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric.
- C-4 During construction, contractors shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities.
- C-5 A temporary fence around the project site shall include an opaque visual barrier up to 6 feet high. The fence shall include signs identifying the name, telephone number, and emergency

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contact information for the contractor(s) responsible for the site, construction activities, and rectifying any nuisance conditions.

- C-6 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.
- C-7 As stated in the APCD Guidelines, applicants are required to mitigate environmental impacts associated with their projects to the greatest extent feasible. The following are those measures that could be feasibly implemented to mitigate operational phase air quality impacts of the proposed project:
- Lighting for public streets, parking areas, and recreational areas shall utilize energy-efficient mechanical, computerized, or photo cell switching devices to reduce energy usage.
 - Energy-efficient, automated controls for air conditioners shall be installed into proposed buildings to reduce energy consumption and emissions.
 - Automatic lighting on/off controls and energy-efficient lighting shall be installed into proposed buildings to reduce electricity consumption and associated emissions.
 - Light-colored roofing materials as opposed to dark roofing materials shall be used on proposed buildings. Light colored materials reflect sunlight and minimize heat gains in buildings. This measure would lessen the overall demand for mechanical air conditioning systems.
 - Wall and attic insulation shall be provided in proposed buildings beyond the requirements of Title 24, *California Code of Regulations*.
 - Built-in energy-efficient appliances shall be installed into proposed buildings.
 - Special sunlight filtering window coatings or double-paned windows shall be installed into proposed buildings to reduce thermal gain in hot weather and loss in the cold weather, thus reducing emissions associated with heaters and air conditioners.
- C-8 The design of the swimming pool building shall incorporate solar panels to the maximum extent feasible for pool water heating.
- C-9 All project construction and site preparation operations shall be conducted in compliance with all applicable Ventura County APCD Rules and Regulations with emphasis on Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive dust), and Rule 10 (Permits Required).

Required Monitoring: Building Division staff and Public Works Division staff shall review grading and construction plans to ensure compliance. Building Division and Public Works Division inspectors shall field monitor all applicable measures during grading activities and during construction.

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3.4 Biological Resources

The 2010 IS/MND found that the Project would have a potentially significant impact on biological resources unless mitigation is incorporated to reduce impacts. The potential impact identified in the 2010 IS/MND was that the Least Bell's Vireo, a State-listed and federally-listed endangered species, has been observed ¼ mile north of the project site near Fifth Street. Since the federally listed endangered species was observed outside the project area, mitigation measure D-2 will ensure that no potentially significant impacts will occur. The potential exists for the Silvery Legless Lizard to be in the vicinity of the project site, and mitigation measure D-3 will ensure that no potentially significant impacts will occur. The proposed Project modifications analyzed herein would result in the same impacts on sensitive biological resources.

The project site is not designated nor determined to be an Environmentally Sensitive Habitat Area (ESHA). PCR Services Corporation prepared and submitted the following reports for this project: *Biological Resources Assessment* (February 2005), *Update to 2005 Biological Resources Assessment* (November 2008), and *Anacapa Townhomes Biological Resources Assessment* (December 2009). All reports have been independently reviewed and verified by Rincon Consultants, Inc., on behalf of the City. Site conditions are now best described as ornamental and ruderal. The investigations of the project site included several inspections by qualified biologists, and reviews of literature and archives including lists maintained by the U.S. Fish & Wildlife Service and the California Department of Fish & Game. The results of all reports indicate that no plant or wildlife species listed as Threatened or Endangered were observed on the project site and no sensitive habitat areas were present on the project site.

The results in the biological reports prepared by PCR also indicated that that there is no habitat present on the Wooley Road site that could support migratory birds, there were no migratory birds observed on or near the site, and therefore no impacts are anticipated. Mitigation measure D-1 will ensure that any birds protected by the Migratory Bird Treaty Act will not be potentially affected by the project. The project will not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, and there will be no impact. The Project will not have any adverse effect on any riparian habitat or other sensitive natural community as identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Additionally, there are no federally protected wetlands that occur within the project area.

The proposal will not conflict with any local policies or ordinances that protect biological resources, or a Habitat Conservation Plan or Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The project is consistent with Policy 8 of the Coastal Land Use Plan, in that the Project is consistent with the Settlement Agreement that was executed for the Project site, in order to transfer the development rights from several beachfront parcels (i.e. the resource area) to the inland property on Wooley Road for the purpose of preserving beach access and open space, in addition to avoiding other adverse environmental impacts.

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The proposed design refinements would not result in additional impacts to biological resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- D-1 The developer shall avoid grubbing or grading the site during the breeding season (i.e. February 15 through August 31) as the preferred mitigation. If avoidance is not feasible and grubbing/grading will occur during the breeding season, then the project site and adjacent open space areas shall be surveyed by a qualified biologist for the presence of nesting birds prior to removal of vegetation. The developer shall be required to submit a report documenting the findings of the site survey to the Planning Division for review and approval. The site survey shall be conducted within 30 days of the beginning of any grubbing/grading activity. If any active nests are detected, then a 300-foot buffer (or as otherwise deemed appropriate by the biological monitor in consultation with the City and CDFG) shall be placed around the nest site until the nestlings have successfully fledged.
- D-2 Focused pre-construction surveys for the Least Bell's Vireo (LBV) will be conducted in suitable habitat within 500 linear feet of construction activities. The surveys will follow agency protocol as to survey methodology (i.e. time of day and climatic conditions). However, a modified survey schedule is appropriate given the site-specific circumstances. Therefore, surveys of the area within 500 feet of construction activities and the area where LBV has been reported will be initiated if commencement of construction is to occur during the breeding season for the species (April 10 to July 31). If no LBV are detected within 500 feet of the construction activities during any of the three survey bouts, no further action is required. If, however, LBV are detected within 500 feet of construction activities, CDFG and the U.S. Fish & Wildlife Service (USFWS) will be contacted to determine what, if any, actions need to be taken to avoid adverse effects on the species. Such actions, if necessary, may include one or more of the following: phasing the construction activities to avoid certain construction activities within 500 feet of occupied LBV habitat until after the breeding season has ended; noise monitoring; and nest monitoring. If LBV is detected in suitable habitat farther away than 500 feet, these areas will be monitored during each of the three survey bouts so as to gain assurances that occupied habitat remains more than 500 feet from construction activities. The findings of the surveys will be documented and submitted to the City within 10 days of completion, as well as CDFG and USFWS as applicable.
- D-3 Prior to the initiation of construction activities, a temporary silt fence will be installed along the project site's easterly boundary to prevent ingress of Silvery Legless Lizards (SLL) onto the site for the duration of construction activities. The fencing will be keyed into the ground to a depth of at least three inches. Preconstruction surveys for SLL will then be conducted within

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areas of the site that could be used by the species. The surveys will be conducted according to the following protocol provided by CDFG.

Surveys will be conducted on a warm day (70 to 80 degrees Fahrenheit) in the mid-morning and no longer than two weeks prior to the commencement of soil disturbance activities. Relative soil moisture should be approximately 65% to 80% with soil temperature being 60 to 70 degrees Fahrenheit. Two person teams will work together with one person using a hand rake to gently rake the loose litter and soil down to substrate. The other person will search the areas being raked for SLL.

Surveys will employ a "three-pass" methodology to locate as many SLL as possible. If SLL are found during the first pass, an overnight period of no disturbance will occur before the second pass. Similarly, if SLL are found during the second pass, another overnight period of no disturbance will occur before the third pass. If during any pass no SLL are found, the survey will be concluded.

Any SLL found will be placed in a lidded, vented box containing clean sand. Areas of moist and dry sand will be present in the box. Boxes will be kept out of direct sunlight and protected from temperatures over 72 degrees Fahrenheit. The temperatures of the sand in the box will be kept under 66 degrees Fahrenheit. Information on each lizard captured will be recorded, including date of capture, location, length, color, age, and tail condition. All lizards will be relocated to suitable off-site habitat the same day as capture. GPS location of released lizards will be recorded. CDFG will be notified about any injured SLL.

All work will be performed by personnel who hold active permits from CDFG in order to conduct the work. At the conclusion of the surveys, documentation of survey results and associated records will be submitted to the City within 10 days of completion, as well as to CDFG.

Monitoring: Planning staff will review and approve the site survey reports prior to issuance of any grading or building permits. Development Services inspectors will monitor the on-site grading and construction activities.

3.5 Climate Change and Greenhouse Gas Emissions

Both the Ventura County Air Pollution Control District (VCAPCD) and the City of Oxnard have yet to establish project-level significance thresholds for GHGs emissions for vehicle emissions or HVAC operations within commercial buildings. Emissions of GHGs are quantified, but are not by themselves used to determine project-level significance under CEQA. In the absence of an adopted GHG emission-specific threshold, the GHG-emission impact is determined to be less than significant at the project level because the operation air quality impacts were found to be less than significant

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The city of Oxnard recently adopted an update to the City's CEQA Guidelines Threshold Guidelines. The new Guidelines identify Climate Change and Greenhouse Gases as a new section consistent with State's CEQA Guidelines. The City's previous Guidelines discussed Greenhouse Gases under the Air Quality section. The 2010 IS/MND analyzed Greenhouse Gases under the Air Quality section and all mitigation measures for the evaluated Project are valid for the proposed Project. The mitigation measures are identified in Section 3.3.

3.6 Cultural Resources and Tribal Cultural Resources

The modifications to the proposed Project do not change the conclusions made in the 2010 IS/MND regarding cultural resources since the overall footprint and depth of disturbance remains the same. The 2010 IS/MND impact conclusions are based on a cultural report prepared by Environmental Research Archaeologists, *A Phase One Site Survey Cultural Resources Investigation* (October 27, 2008). The results of the investigation indicate that the area is not considered a likely source of historic or archaeological artifacts. The project site is within the area of the Chumash Tribal Territory and the literature search indicated a potential for the occurrence of cultural resources (e.g. sites and artifacts), however, the site inspection did not reveal any evidence of artifacts, sites, or other cultural resources. Based on the information provided in the Phase I study, a Phase II Archaeological Survey is not warranted. No evidence is available to suggest the project site has been used for ancient or pre-California human burials. The mitigation measure identified in the 2010 IS/MND will still apply. Therefore, no changes have been made to the conclusions of the cultural resources analysis presented in the 2010 IS/MND.

In 2014, California Assembly Bill (AB 52) amended CEQA to require that CEQA lead agencies consult with California Native American tribes prior to and during CEQA review. The bill requires lead agencies to apply this law for projects that have filed a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015. The notice of preparation for the project was filed in 2010 so this provision of the bill does not apply and preparation of an addendum does not trigger the requirement for further coordination with California Native American tribes. In addition, the mitigation measure included in the 2010 IS/MND requires the Developer to pay for monitoring by a qualified archaeologist and Native American Monitor (specifically a qualified Ventureño Chumash descendant).

The proposed refinements to the proposed Project would not result in additional impacts to cultural resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- E-1 Based on the recognized sensitivity for the occurrence of buried sites and artifacts and as mandated by the City of Oxnard archaeological guidelines, Developer shall pay for monitoring by a qualified Archaeologist and Native American Monitor (specifically a qualified Ventureño

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Chumash descendant). A contract with the Archaeologist shall be presented to the City prior to issuance of grading permits. Monitoring shall be required during all activity involving soil disturbance including grading (cut and fill) or other excavation (e.g., trenching). Should movement of soils during grading for re-compaction activities show no evidence of an archaeological site or artifacts, and with the concurrence of the City of Oxnard Planning and Environmental Services Division and the on-site Native American Monitor, further monitoring at this location by the Archaeologist may no longer be required. In the event that a prehistoric site or historic remains older than 50 years is identified during monitoring, the Archaeologist and/or Native American Monitor shall be empowered to stop all construction activities in the vicinity of the find. The Archaeologist shall document, identify, and evaluate the potential significance of any find. Such evaluation may require a Phase II site subsurface excavation and evaluation program. Should any remains prove to be significant, avoidance of the resource is the preferred mitigation. If avoidance through project redesign is not feasible, further investigations in the form of a Phase III data recovery program will be implemented to mitigate impacts to the identified resource. The Native American Monitor shall remain on-site throughout any necessary site documentation, evaluation, and mitigation processes.

Contracts shall include weekly reports from the archaeological monitor to the Planning Division summarizing the Archaeologist's activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning and Environmental Services 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 occupancy for each building.

Monitoring: Planning staff will review the Archaeological / Native American monitoring contract(s) prior to issuance of any grading permits. Planning staff will ensure the monitoring reports are received prior to Planning Division inspection for final building permit sign-off. Development Services staff will monitor on-site construction activities.

3.7 Geology and Soils

The proposed refinements would not result in substantially different geophysical impacts beyond those identified in the IS/MND. While the Modified Project involves proposed changes to the timing and location of some construction activities, these changes do not represent a substantial deviation from the project analyzed in the IS/MND, and the conclusions of the IS/MND remain valid. Compliance with applicable code standards and seismic requirements identified in the IS/MND will reduce geotechnical concerns to below a level of significance.

The proposed refinements to the proposed Project would not result in additional impacts to Geology and Soils resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

F-1 A pile foundation shall be prohibited.

Required Monitoring: Building Division staff and Public Works Division staff shall review grading and construction plans to ensure compliance. Building Division and Public Works Division inspectors shall field monitor all applicable measures during grading activities and during construction.

3.8 G. HAZARDS AND HAZARDOUS MATERIALS

The Modified Project would not increase risks related to hazards or hazardous materials relative to the Approved Project. Information used during the analysis of this section was on the *Phase II Sample Results, The Dunes Property, Oxnard California* (October 9, 2008) prepared by Waterstone Environmental, Inc., Anaheim CA. The project site is not on the list of hazardous materials and cleanup sites compiled pursuant to Government Code Section 65962.5. A parcel to the north of the project site (see Figure 12) was formerly on the Department of Toxic Substances Control (DTSC) list in the 1980's, the entire site was cleaned to the satisfaction of DTSC, a sign-off letter from DTSC was issued on June 19, 1991, and the property was removed from the DTSC list on July 29, 1991. A portion of the northerly property has previously been developed with duplexes and single-family residences (a total of 148 dwelling units) and is now known as the Dunes Neighborhood. Due to the proximity of the current project to the northerly parcel at 5th Street, as well as the former activities that historically occurred on and near the project site, the developer retained an independent consultant to investigate the site for the presence of any hazardous substances. Results do not exceed any regulatory standards. No potentially significant levels of hazardous substances, materials, or other conditions were found to be present in the soil or groundwater. The results and recommendations of the *Phase II Sample Results* include the following:

- No Volatile Organic Compound (VOC) was detected in the groundwater sample collected in the southwestern portion of the subject property (i.e. the 4-acre parcel located at the northeast corner of Wooley Road and Harbor Blvd.).
- Total Petroleum Hydrocarbons (TPH) was detected in one of six soil samples collected and analyzed from the southern portion of the subject property (i.e. the 4 acres located at the northeast corner of Wooley Road and Harbor Blvd.). The detectable concentrations of petroleum hydrocarbons are below action levels for both diesel and oil range TPH.
- Toulene was the only detectable Volatile Organic Compound (VOC) detected in the soil samples collected and analyzed from the southern portion of the subject property. A trace concentration (significantly below any type of regulatory level or guideline) of toluene was detected in one of six samples orders of magnitude below residential and industrial Preliminary Remediation Goals (PRG's).

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- Metals were detected in all of the six soil samples collected and analyzed from the southern portion of the subject property. All metals detected at concentrations consistent with published values of naturally-occurring background levels of metals in the area, with the exception of Barium in one of the samples.
- One soil sample exhibited an elevated concentration of Barium to warrant further Toxicity Characteristic Leaching Procedure (TCLP) analysis for hazardous determination. The subsequent analysis found that the concentration of Barium in the soil was at a non-hazardous level, based on established standards of the State of California and Federal Government.
- Waterstone recommends no further investigation in the area of the former oil field "petroleum waste pit" in the southern portion of the subject property.

No mitigation measures are recommended or required. The project site was determined to be suitable for residential development, and will not create any significant hazards to the public or the environment.

3.9 HYDROLOGY AND WATER QUALITY

The Modified Project would be required, as under the Approved Project, to comply with all applicable water quality regulations during and following construction activities. The 2010 IS/MND did not identify any potentially significant impacts on hydrology and water quality. Although the proposed Project reduces the number of residential units, the overall footprint of disturbance and area of impervious surface remains the same.

Global climate change will have increasingly significant impacts on California and its coastal environments and communities. The state Coastal Act, through the Local Coastal Plans, mandates the protection, conservation, restoration, and enhancement of the state's coastal resources. As a result, the City must consider climate change, including global warming and potential sea level rise, through its planning and regulatory activities, and work to reduce greenhouse gas emissions and the detrimental impacts of global warming on the coast. In the event of long-term sea level rise, a worst-case scenario for this project would be approximately 4 feet of floodwater around the first floor and parking garages. However, because the risk cannot be completely eliminated, a mitigation measure is included that requires the Developer to acknowledge the risks of development and indemnify and hold the City of Oxnard harmless from any liability or damages. The Proposed project will be consistent with Coastal Policy 40 that requires the developer to agree to indemnify and hold the City harmless from any liability or damages resulting from the construction of his development. By proceeding to obtain building and grading permits, the Developer acknowledges and assumes any potential risks associated with the project location and proximity to the coast. Any impacts are considered to be less than significant.

The proposed refinements to the proposed Project would not result in additional impacts to hydrology and water quality resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND.

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No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

- H-1 Developer shall submit a Storm Water Pollution Prevention Plan (SWPPP) to demonstrate compliance with National Pollutant Discharge Elimination System (NPDES) requirements prior to issuance of building permits.
- H-2 Prior to issuance of any permits, the Developer shall submit documentation agreeing to indemnify and hold the City of Oxnard harmless from any liability or damages resulting from the construction of the project.

Monitoring:

- H-1 Public Works Staff shall review and approve the SWPPP prior to issuance of a Building Permit.
- H-2 Development Services Department staff and the City Attorney shall review and approve the Agreement prior to issuance of any permits.

3.10 LAND USE AND PLANNING

Although the proposed Project is reducing the number of dwelling units and deviations from the required yard setbacks, the proposed Project will require the same entitlements, permits, and/or other approvals as the evaluated Project. The Project site is in the Garden Apartment Coastal (R-3-C) zone of the Coastal Zoning Map. The site is surrounded by residential, retail and open space uses. The proposed Project will not change any of the land use designations as prescribed by the Coastal Zoning Ordinance and the proposed project will not physically divide an established community. The proposed Project will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. The Project is consistent with the policies of the state Coastal Act in that the new residential development is concentrated in an existing developed area and consistent with the City's service capacities. The proposed Project is consistent with Coastal Act Policy No. 30250, in that the development is located contiguous with existing developed areas with adequate public services, and where it will not have significant adverse effects on coastal resources. The project is designed and conditioned to be consistent with the City's current Coastal Land Use Plan and the Coastal Zoning Ordinance, as well as the Settlement Agreement between the City of Oxnard and Oxnard Shores Development Company for the Wooley Road Property (Instrument No. 88-059788 recorded on May 2, 1988, and Instrument No. 89-174751 recorded on October 31, 1989).

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Therefore, no changes have been made to the conclusions of the land use analysis included in the 2010 IS/MND. No new significant effects would occur and no additional mitigation measures are required.

3.11 MINERAL RESOURCES

The proposed Project would not result in additional impacts to mineral resources beyond those identified in the IS/MND and because the project site is not located within an area of known mineral resources, either of regional or local value, the IS/MND did not identify any impacts to mineral resources.

Therefore, mitigation was not required. No new mitigation measures are required for the changes to the Approved Project.

3.12 NOISE

The proposed Project would not result in additional impacts to noise beyond those identified in the IS/MND. The proposed Project requests to reduce the number of dwelling units from 70 to 50. The 2010 IS/MND did not expect operational noises from the project to exceed 65 dB CNEL outdoors and 45dB CNEL indoors based on the *Site Specific Noise Study* prepared by Acentech. Since the proposed Project is reducing the number of dwelling units from 70 to 50, noise level should improve modestly but should be consistent with the noise study finding. As such, the modifications to the proposed Project would not result in new or substantially more severe significant effects on noise.

Although the proposed Project reduces the number of residential units, the overall footprint of disturbance and area of impervious surface remains similar. Construction-related noise would not change; therefore, modifications to the proposed Project would not result in new or substantially more severe significant effects.

The 2010 IS/MND identified that an April 2008 noise study that was prepared for the 104-unit Deckside Villas planned unit development on the southeast corner of Wooley Road and Victoria Avenue recorded ambient traffic exterior noise levels in excess of 65 dB Leq, which is an existing condition that exceeds the City of Oxnard's noise threshold of significance. The Deckside Villas project, developed in the early 1980's, is the only housing development on Wooley Road without soundwalls constructed between the development and the adjacent Primary Arterial streets. The proposed Project will generate additional trips that will exacerbate the existing traffic-generated ambient noise levels around the Deckside Villas. Because the project would less with the 50 units along Wooley Road that would pass the Deckside Villas during peak hours, the project shall contribute to the \$125,000 cost of constructing a 1,500-foot portion of a perimeter Proto II soundwall to reduce ambient noise from traffic. The 2010 IS/MND includes a mitigating measure that requires payment commensurate with the Project's proportional amount for the cost of construction.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

K-1 A pile foundation shall be prohibited.

K-2 Prior to issuance of the first Certificate of Occupancy, the applicant shall contribute an amount commensurate to the impact created by the Project as determined by the Development Services Director to a designated City fund for the Deckside Villas that is to be used only for soundwall-related expenses.

K-3 Prior to issuance of the first Certificate of Occupancy, the developer shall record on all properties an Avigation Easement granting the County of Ventura an Avigation Easement for the operation of the Oxnard Airport. The Avigation Easement shall be consistent with the FAA model Avigation Easement.

Required Monitoring: Development Services and Public Works Division staff shall review grading and construction plans to ensure compliance, and inspectors shall field monitor all grading activities and foundation construction. Prior to issuance of the first Certificate of Occupancy, the Planning Manager shall confirm that the noise mitigation payment has been deposited with the Deckside HOA.

3.13 POPULATION, EDUCATION, AND HOUSING

The 2010 IS/MND concludes that the evaluated Project would result in no impact on population and housing. Additionally, the anticipated resident population associated with the previous 70 condominium unit project would be approximately 200 persons (or an average of 2.85 persons per unit which reflects the average persons per unit in the Oxnard coastal area), and is population growth anticipated in the 2020 and draft 2030 General Plans. The intent of the Settlement Agreement was to prevent development on several vacant parcels along the beachfront, in order to preserve the beach resource and avoid overcrowding and significant impacts, among other purposes. The City Council approved Pre-Application No. 09-600-1 on April 21, 2009, authorizing the developer's payment of the In-Lieu Affordable Housing Fee, which contributes to the City's various programs to increase the affordability of housing for all economic segments of the population. The City Council will consider if the developer will be allowed to submit an affordable housing payment in lieu of providing affordable units within the current proposed Project. It is a mandatory requirement of all new residential development that prior to issuance of building permits, the applicant pays the applicable school impact fees to the school district in order to mitigate impacts to schools. By requiring the developer to pay the applicable fees to the school district, any potential impacts are considered to be less than significant.

The proposed Project is requesting to reduce the number of dwelling units from 50 to 70. As such, the proposed Project would not have any effect on population, housing, or employment in the City or

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region at large, as is the case for the Approved Project. There is no adverse impact that would occur in this regard therefore, mitigation is not required. No new mitigation measures are required for the proposed Project and the mitigation measure identified in the 2010 IS/MND is still valid.

Mitigation Measure(s):

M-1 Prior to issuance of any building permits, the developer shall pay the mandatory impact fees to the school district and present evidence of payment.

3.14 PUBLIC SERVICES AND RECREATION

The modifications requested by the proposed Project would not result in additional impacts to public services and recreation beyond those identified in the 2010 IS/MND because the Project request to reduce the number of residential units from 70 to 50. Additionally, the 2010 IS/MND did not identify any potentially significant impacts to public services and recreation. By designing the project to conform to California Fire Department Code and incorporating the requested design measures by both the Fire and Police Departments to the Project, the potential impacts are considered to be less than significant.

The project provides on-site amenities for its residents, but future residents will place additional demands on community and regional parks and recreational facilities. It is a mandatory requirement of all residential development that prior to issuance of building permits, the applicant is required to pay the applicable Quimby impact fees in order to mitigate the effects of these additional demands. The proposed project will not be required to dedicate land or construct a public park on the site. Therefore, by payment of the applicable Quimby fee to mitigate the near-term as well as cumulative impacts, the impacts to parks are considered to be less than significant.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

M-2 Prior to issuance of any building permits, the developer shall pay the mandatory Quimby Fee.

M-3 Prior to issuance of any building permits, the Developer shall pay the following mandatory development impact fees: *Planned Traffic Circulation System Facilities Fees* (Traffic Impact); *Planned Water Facilities Fee*; *Planned Wastewater Facilities Fee*; *Planned Drainage Facilities Fee*; and *Growth Requirement Capital Fee or other development impact fees not identified herein*.

N-1. The developer shall be required to pay the mandatory Quimby Fee prior to issuance of any building permits.

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Monitoring: Development Services Department staff shall collect impact fees prior to issuance of any building or engineering permits. Planning Staff shall assess and collect the Quimby Fee prior to issuance of any building permits.

3.15 TRANSPORTATION AND CIRCULATION

The 2010 IS/MND analyzes Project impacts on traffic and circulation and identifies less than significant impacts with mitigation. The project proposes to reduce the number of dwelling units from 70 to 50. As such, the proposed project would reduce traffic generated by the project and would not result in new or substantially more severe significant effects on traffic.

In addition to the evaluated Project's traffic study, City staff completed analyses of projected 2030 traffic as part of the environmental review of the Draft 2030 General Plan. The Citywide Oxnard Traffic Model (OTM) included the 70 units on the project site, proposed development in the harbor under County of Ventura jurisdiction, the completion of the North Shore project, the completion of the Seabridge project (with an elementary school or with housing as permitted), and the eventual development of the tract just adjacent and north of the Dunes neighborhood. OTM results identified no intersections on the west of Ventura Road operating a below LOS C under the 2030 General Plan Alternative B scenario after OTM mitigations are assumed completed.

The proposed Project is requesting to reduce the number of dwelling units from 50 to 70. As such, the proposed Project would not result in additional impacts to transportation/traffic beyond those identified in the 2010 IS/MN. No new mitigation measures are required for the proposed Project and the mitigation measure identified in the 2010 IS/MND is still valid.

Mitigation Measure(s):

- O-1 Developer shall dedicate to the City the Right-of-Way along Wooley Road and Harbor Blvd. associated with the road widening under this project.
- O-2 Developer shall modify the traffic signal at Wooley Rd/Harbor Blvd. associated with the proposed road widening. The signal modification shall include provision of a traffic signal battery back-up system, new service equipment enclosure and emergency vehicle detection system.
- O-3 Developer shall design and reconstruct the curb ramp at the southeast corner of Wooley Rd and Harbor Blvd. The redesign shall comply with disabled access requirements and address the sand accumulation problem at the ramp.

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- O-4 Developer shall place existing overhead utility lines (except electrical lines in excess of 33KV) on and adjacent (as defined in City ordinance) to the project (including Wooley Road, Harbor Boulevard and the canal easterly of the project) underground in accordance with City ordinance. Before issuance of a site improvement permit or recordation of a final map, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation.
- O-5 Developer shall install a wireless, solar powered, in-pavement crosswalk warning light system on the easterly leg of the Wooley Road/Canal Street intersection along with associated striping and signage, including advanced warning signage and markings, to enhance the safety for pedestrian crossing of Wooley Road. Final design of the crosswalk warning light system to be approved by the City Traffic Engineer.
- O-6 Developer shall design the walls at the entry and exit gate of the Ground Parking Level of Buildings 1 and 4 to provide additional corner visibility similar to that provided on Buildings 2 and 3. Final design shall be approved by the City Traffic Engineer.
- O-7 Developer shall pay the applicable County/City Traffic Impact Fee(s) prior to issuance of a building permit.

Monitoring: The Development Services Division will ensure that all impact fees are paid. The Development Services Division shall review improvement and construction plans to ensure compliance with these mitigation measures and standard requirements.

3.16 Utilities and Energy

The proposed Project would not require or result in the construction or expansion of any public utilities beyond those required for the approved Project. As an in-fill residential project surrounded by urban development, the project will create additional incremental demand on existing utilities and service systems. The project will not require or result in the construction of new water or wastewater treatment facilities, expansion of existing facilities, construction of new storm water drainage facilities, or expansion of existing storm water facilities.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

- P-1 The developer shall pay the applicable Calleguas Capital Construction charges prior to issuance of a building permit.

Monitoring: Development Services Staff shall ensure that fees are paid prior to issuance of a building permit.

RESOLUTION NO. 2017-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-590-01 (COASTAL ZONE VARIANCE), TO ALLOW CONSTRUCTION OF 50 TOWNHOMES AND WALLS WITHIN THE REQUIRED 20-FOOT FRONT YARD SETBACK LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.9-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on June 26, 2016, the Applicant submitted a Coastal Variance application requesting to allow the Project to site structures and property walls within the required front yard setback similar to those existing for residential uses within the vicinity;

WHEREAS, on September 7, 2017, 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. 17-590-01 (Coastal Development Permit) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.9-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “**Project**”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan and Local Coastal Plan elements thereof for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

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. **Strict interpretation and enforcement of the specified regulation deprives such property of privileges enjoyed by other property in the vicinity and under the identical coastal sub-zone.**
Strict interpretation and enforcement of the front yard setback deprives the subject property of privileges enjoyed by other properties in the vicinity and under the identical coastal sub-zone. The proposed variance request would allow the Project to site structures and property walls within the required front yard setback similar to those existing for residential uses within the vicinity. There are existing single and multi-family structures, inclusive of property walls, that are located on corner lots and encroach within the required front yard setback. Some of these structures are predominately located within the Oxnard Dunes and Oxnard Shores neighborhoods. The Project site contains an existing entitlement to construct 70 units, inclusive of a variance to allow structures and walls to encroach within the required yard setbacks. By granting the variance, the Project will be able to reduce the number of units from 70 to 50; reduce the massing and scale of the currently entitled 5 buildings located along all sides of the Project site; provide property walls to separate the Project from the public right of way; and provide for an improved project that is more consistent with the development standards of the OMC, and from an environmental standpoint. Therefore, and based also upon the additional variance findings provided below, the proposed project meets this finding.
2. **Exceptional or extraordinary circumstances or conditions apply to the property involved that do not apply to other properties in the vicinity and under the identical coastal sub-zone.**
Pursuant to OMC Section 17-14(D)(5) [front yard setback], the required front yard setback is 20 feet and 15 feet if all vehicle access is off an alley. Pursuant to OMC Section 16-10(A)(48), the front lot line is defined as the line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and

dividing the lot from an alley or adjoining lot. The Applicant is requesting a variance to be able to construct property walls and townhome units within the required front yard setback of a project site that has an entitlement for 70 units, and a variance to locate structures and property walls within the required front yard setback.

The subject site has a number of special circumstances justifying a variance. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets, which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. Additionally, the eastern property line for Lot 2 is adjacent to Edison Canal which buffers the Project site from the agriculture farmland located further east, and where there is no foreseeable development planned in the future. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining front lot lines. The majority of the lots found in the vicinity under the identical subzone have traditional lots that contain a single front and rear property line, and two side yards. A substantial number of properties located on corner lots in the same vicinity and under the identical subzone to the Project site have existing structures encroaching within the required setback similar to the request being made by the Applicant.

The Project site has another special circumstance justifying a variance because the site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Canal Street is currently a receptor street used to gain access to residences in the Oxnard Dunes neighborhood off of Wooley Road. The portion of Canal Street that bisects the existing Project site is within the legal parcel and is a dedicated easement for access. The total area of the easement is 9,012 square feet, which would have facilitated the Project as proposed without the approval of a variance. Additionally, the Project is dedicating approximately 8,704 square feet of property along Wooley Road for road and pedestrian improvements, which would otherwise have facilitated the Project conforming to the required front yard setback.

Another special circumstance that the Project site has is that it is a receiving area of a Settlement Agreement between the property owner, the City and the State of California. The Settlement Agreement approved a transfer of development rights from 22 beachfront parcels (the sending area) to the subject property (the receiving area). Additionally, the Settlement Agreement transferred ownership of numerous beachfront parcels to the State of California (acting through the State Lands Commission and California Coastal Commission), avoided potentially significant environmental impacts that may have otherwise resulted from future development, preserved coastal resources and recreation areas, and formally established several public access areas. The Project proposes to reduce the number of units from 70 to 50 and seeks approval of a variance to site structures within the required front yard setback similar to the 70 unit entitled project and existing residential units found in the vicinity and under the identical subzone. As such, the project meets this finding.

3. **Strict interpretation and enforcement of the specified regulations would deprive the applicant of privileges enjoyed by owners of other properties in the vicinity and under the identical coastal sub-zone.**

Granting the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and under the identical coastal sub-zone and otherwise denied to the property owner for which the variance is sought because (1) the permitted primary use of the property will be residential, consistent with the surrounding uses; and (2) the proposed deviation from the front yard setback development standards will allow the applicant to construct residence units on corner lots, which are similar to those on surrounding properties in the same coastal sub-zone.

The property owner is seeking approval to deviate from the required front yard setback. A significant number of developed parcels in the Project's immediate vicinity are either single or multi-family residential units, and the variance is requested to enable the Applicant to construct 50 townhomes of comparable size and height to other residential developments. Strict application of the required front yard setback development standard would compromise the construction of at least 17 of the 50 proposed townhomes, which is less than the existing 70 units entitled for the project site. The Applicant's request does not seek any special privileges that are not already possessed by other surrounding property owners in the same sub-zone and located on corner lots who enjoyed the opportunity to build structures and property walls within the required front yard setback. In order for the subject property to enjoy the same substantial property rights as other property owners in the same vicinity, approximately 17 structures would have to be redesigned to be substantially smaller than the majority of units, which would provide for an awkward design layout. Furthermore, granting of the variance will result in a more environmentally balanced project than the entitled project which is approved for 70 units. Other than the height requirement, the Project meets all other required development standards. Therefore, this Project meets this finding.

4. **The granting of the variance would not be detrimental to the protection and maintenance of adjacent resources or to public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.**

The granting of this variance will not be detrimental to the public health, safety or welfare or injurious to property or improvements in the vicinity and zoning district in which the property is located. The proposed Project is in compliance with all applicable development standards for townhome projects in the R-3-C zoning district, with the exception of the required front yard setback, for which a variance is recommended. The Project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public's health, safety, or welfare and the revised plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Fire and Police Departments. No other public health, safety or welfare concerns arise from

construction of a single-family residence, which is an allowed use in the R-3-C zone, on an existing, legal lot. As such, the proposed Project meets this finding.

5. **The variance would not adversely affect access to or along the shoreline, including the physical and visual qualities or access.**
The variance will facilitate the Project to be designed consistent with other similar projects located within the R-3-C sub-zone which is generally characterized by residential uses, inclusive of single and multi-family residential units. Additionally, approval of the variance will allow the Project to be designed consistent with the existing residential development found within the Oxnard Dunes and neighboring Oxnard Shores communities. As proposed, the Project will be consistent with future multi-family residential projects anticipated in the similar sub-zones within the general area. Based on the information provided, this Project meets this finding.
6. **The variance would not allow a use or activity not expressly authorized in the sub-zone applicable to the property.**
The Project site is an infill property, and will therefore be provided with adequate fire, police, water, sanitation, and utility services. Additionally, The Project has been found to be consistent with anticipated development for this site. The Project will be served by existing water mains along Wooley Road and Harbor Boulevard. Sewer connections serving the proposed parcel will be provided by an existing line in Wooley Road. 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. This project meets this finding.
7. **The proposed variance would be consistent with all applicable policies of the Oxnard Coastal Land Use Plan.**
The variance will facilitate the Project to be designed in a developed area and provide needed housing near the coast without endangering local resources. The use is consistent with all of the applicable policies for multi-family development in the certified Oxnard Coastal Land Use Plan such as the project is designed to be developed at a density of 14.6 dwelling units/acre which is less than the stipulated density identified in Coastal Policy No. 23 where it states that multi-family residential shall be limited to a density of no more than 18 units/acre. The Project is also consistent with Coastal Policy no. 71, which states that the City shall ensure public use of the vacant oceanfront lots in the Oxnard Shores Neighborhood, including use of the Transfer of Development Rights program. The Project site is the designated Receiving Area according to the Transfer of Development Rights program, and ensures public use of specified vacant oceanfront lots in the Oxnard Shores Neighborhood under the terms of the Settlement Agreement.

The Project has been designed to not impede public access to the beach. In fact, the road and pedestrian improvements to Wooley Road and Harbor Boulevard, improved

sidewalks, traffic lights and crossing walks will facilitate public access to the coast. Therefore, this project meets this finding.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 17-590-01 (Coastal Zone Variance), subject to the attached conditions of approval.

SECTION 3. 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 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

PLANNING SPECIAL CONDITIONS

1. This permit is granted subject to the approval of the Coastal Development Permit from the California Coastal Commission for the portion of the project site that is in the California Coastal Commission's retained jurisdiction and Tentative Subdivision Map (PZ No. 16-300-07) for the project property.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017, by the following vote:

AYES: Commissioner(s): Chua; Dozier; Fuhring; Huber; Sanchez

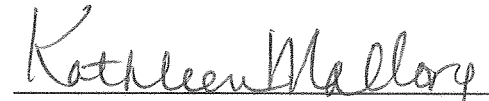
NOES: Commissioner(s): None

ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): Frank



Deidre Frank, Chair

ATTEST: 
Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017 – 23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-07 (TENTATIVE SUBDIVISION MAP NO. 5984) TO ALLOW SUBDIVISION OF APPROXIMATELY 3.96 ACRES OF VACANT LAND INTO TWO RESIDENTIAL LOTS AND 50 CONDOMINIUM UNITS, LOCATED AT THE NORTHEAST CORNER OF HARBOR BOULEVARD AND WOOLEY ROAD (APN 196-0-033-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT PATRIC LYNAM, PLANET HOME LIVING, 1451 QUAIL STREET, SUITE 204, NEWPORT BEACH, CA 92660.

WHEREAS, on October 24, 2016, Designated Agent Patric Lynam, (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide an existing parcel into two parcels to be utilized for the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at located at the northeast corner of Harbor Boulevard & Wooley Road; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit) to allow the construction of 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements on a 3.96-acre property located at the northeast corner of Harbor Boulevard & Wooley Road in the Oxnard Dunes neighborhood (the “**Project**”) in accordance with Section 17-57 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan and Local Coastal Plan elements thereof for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted mitigated negative declaration, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the addendum to the previously adopted mitigated negative declaration reflects the independent judgment of the City, and adopts the addendum to the previously adopted mitigated negative declaration; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated

Negative Declaration No. 09-03 (State Clearinghouse No. 2010011069) for the proposed project; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the Planning Commission finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan; and

WHEREAS, the Planning Commission 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 Commission 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 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.

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

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) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Project is located within the Coastal Zone and thus subject to the Local Coastal Plan and Coastal Zoning Ordinance pursuant to the Coastal Act. The proposed subdivision, inclusive of the 50 townhomes, pool and recreational building, property/private walls; landscaped areas, parking, sidewalks are consistent with the policies and provisions of the Local Coastal Plan because the proposed land use of the project is of a multi-family use, which is an allowed use pursuant to the Residential Existing (REX) land use designation of the Local Coastal Plan. Based on Local Coastal Policy No. 23 and the terms of the Settlement Agreement (the subject property is an in-fill parcel allowing up to 70 condominium units, in exchange for the 23 beachfront parcels that were precluded from future development and transferred to the State Lands Commission to remain in perpetuity as public beach areas), the land use designation of Residential Existing allows a maximum of 18 dwelling units per acre. The project site has an area of 3.96 acres which allows a maximum of 70 residential units per acre; however, the project is requesting to construct 50 residential units. The construction of the proposed 50 townhomes and associated improvements does not change the land use of the subject site. Additionally, the townhomes have been designed to meet the required developments standards identified in the R-3-C subzone (Garden Apartment Zone) as prescribed in the Residential Existing land use, with the exception of the deviation of the front yard setback that the project is requesting approval of a variance. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed two parcel division is consistent with applicable provisions of the City of Oxnard Local Coastal Plan because the proposed lot division for multi-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, each parcel included in the proposed subdivision has been designed to meet the required minimum lot area identified in the R-3-C subzone (Garden Apartment Coastal) as prescribed by the Residential Existing land use. No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the Garden Apartment Coastal (R-3-C) subzone standards. As proposed and conditioned, the project will meet the development standards of the Residential Existing land use

designation, which require residential uses to be designed pursuant to the R-3-C development standards such as: parking, minimum lot area, density, side yard setback and height. However, the project is seeking approval of a variance to deviate from the front yard setback requirement similar to existing development found within the vicinity and under the identical subzone. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Garden Apartment Coastal subzone and Residential Existing land use designation within the Local Coastal Plan. The land use designation of Residential Existing and the terms of the Settlement Agreement, allows a maximum of 18 dwelling units per acre. The project site has an area of 3.96 acres which allows a maximum of 70 residential units; however, the project is requesting to construct 50 residential units. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species as identified in adopted Mitigated Negative Declaration for the 70 unit approved project. Additionally, the project is not designated nor determined to be an Environmentally Sensitive Habitat Area. Therefore, the Project meets this finding.

(6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with Garden Apartment Coastal subzone. The proposed land use of the project is of a multi-family residential use, which is an allowed use under the City's Local Coastal Plan and the terms of the Settlement Agreement. The surrounding uses are characterized by residential uses, which are predominantly single and multi-family.

A number of off-site improvements will be constructed with the project in order to improve traffic circulation in the vicinity, including the following: dedication and construction of a right-turn lane on westbound Wooley Road; a new 6-foot wide Class II bike lane on both sides of Wooley Road; modification of traffic signals at the intersection of Harbor Boulevard and Wooley Road; new sidewalks, ramps, curb/gutter, storm drains, and street repaving adjacent to the project site; and placing utility lines underground along the north side of Wooley Road adjacent to the project site.

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. 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. Consequently, this project meets this finding.

- (7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the Project site is currently vacant. Additionally, the land division has been configured to continue to allow for Canal Street, which currently bisects the parcel, to provide access to the residences in the Oxnard Dunes neighborhood which is accessed off of Wooley Road. As such, this Project meets this finding.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-300-07 (Tentative Subdivision Map No. 5984), subject to the attached conditions of approval.

SECTION 3. 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 4. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*)
2. This permit is granted for the plans dated September 7, 2017 ("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 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. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (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)

PLANNING SPECIAL CONDITIONS

9. This permit is granted subject to the approval of the Coastal Development Permit from the California Coastal Commission for the portion of the project site that is in the California Coastal Commission's retained jurisdiction and Coastal Zone Variance (PZ No. 17-590-01) for the project property. (PL)

DEVELOPMENT SERVICES STANDARD CONDITIONS

10. 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)
11. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
12. 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)

13. 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)
14. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
15. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
16. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
17. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
18. 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)
19. 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)
20. 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)
21. 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)

22. 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)
23. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
24. 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)
25. 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)
26. 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)
27. 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)

28. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
29. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
30. 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)
31. 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)
32. "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)
33. 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)
34. 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)
35. 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)

36. 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)
37. 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)
38. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
39. 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)
40. 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)
41. 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)
42. 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)
43. 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)
44. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
45. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

46. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
47. 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)
48. 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)
49. 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)
50. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
51. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
52. 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)
53. 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)
54. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
55. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
56. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

57. 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)
58. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
59. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
60. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
61. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
62. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)
63. 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)
64. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
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 stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
68. 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)
69. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)

70. 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)
71. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
72. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

Storm Water Quality Conditions

73. Developer has provided preliminary calculations indicating that Developer will claim this project is eligible for 'Technical Infeasibility' under the Technical Guidance Manual ("TGM") based on the 5-foot separation requirement from groundwater to bottom of infiltration device. The seasonal high groundwater elevation definition provided on Page 6-3 of the TGM shall be used in determining technical infeasibility. If the Development Services Manager determines that the project is eligible for technical infeasibility, Developer shall follow the guidelines specified under the section titled 'Determining Maximum Volume Feasibly Infiltrated and/or Biofiltered' on page 3-10 of the TGM. This section of the TGM specifically includes a requirement that biofilter style treatments (bioretention with underdrain, planter boxes, vegetated swales, etc.) be attempted prior to use of mechanical devices. (DS)
74. Developer shall provide evidence that ongoing maintenance for stormwater treatment devices is included as a separate line item in the property owners association financial paperwork filed with the Department of Real Estate. Developer shall also include such maintenance responsibilities in the property owner CC&Rs. Preliminary versions of these documents are to be provided to the Development Services Manager for review prior to issuance of site improvement permits. (DS)

Stormdrain Conditions:

75. Developer shall provide a hydraulic evaluation of the Wooley Road stormdrain that is proposed to convey stormwater from this project. The hydraulic evaluation shall begin at the existing connection to the Edison Canal. Developer shall be responsible for upgrading any existing downstream stormdrain improvement that is determined to be inadequate to meet City design standards. Site hydrology calculations shall assume a runoff C Factor (likely 70) appropriate for the site imperviousness. (DS)
76. Developer's engineer shall provide an analysis of the secondary overflow elevations and discharge points that assumes occlusion of the main stormdrain line. Evaluation shall provide documentation that building finished floors are protected from inundation during a 1% chance (100-year) event. (DS)

Water Conditions

77. In accordance with City Code, Developer shall provide a separate water meter for each condominium unit. Location of water meters shall be approved by the City of Oxnard Water Division and the Development Services Manager. (DS)

Street Conditions

78. Developer shall include installation of street lighting along the project's Wooley Road and Harbor Boulevard frontages in conformance with City standards. (DS)
79. Developer shall reconstruct the full width and length of the existing alley after installation of proposed water and sewer lines. (DS)
80. Developer shall reconstruct the existing alley entrances to provide ADA compliant path along the Canal Street and Harbor Boulevard public sidewalks. Reconstruction shall include a short sidewalk transition on Harbor Boulevard north of the existing alley (DS)
81. Developer shall reconstruct the full width of Canal Street between the existing alley and Wooley Road after installation of proposed water, sewer, and stormdrain lines. (DS)
82. Developer shall grind (0.13 foot minimum) and overlay the northerly half (approximately) of Wooley Road along the project frontage after installation of all necessary utility improvements. Developer shall also provide a slurry seal over the southerly half of Wooley Road along the project frontage prior to restriping the roadway. (DS)

Miscellaneous Conditions

83. Developer shall construct a 24-inch wide level area behind the Wooley Road and Harbor Boulevard public sidewalks with a slope of 5% or flatter. Developer shall design all other areas with 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, onsite walk, trail, curb, or similar improvement. The required level area shall be clearly indicated on the site grading plan. (DS)
84. Developer shall place existing overhead utility lines (except electrical lines in excess of 33KV) on and adjacent to the project (including Wooley Road, Harbor Boulevard and along the canal edge of the project) underground. Before issuance of a site improvement permit or recordation of a final map, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation. (DS)
85. Developer shall abandon (remove) all existing sewer and water laterals to the site that are not proposed for use by the project. (DS)
86. Developer shall construct a minimum 7-foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. All other site walks shall be a minimum of 5-feet wide except that walks may be 4-feet wide if they serve a single unit. (DS)
87. Developer shall provide a minimum 5-foot setback (both sides) between a trash enclosure and the nearest vehicle parking space. All trash enclosures shall be constructed with a pedestrian access door that is located in accordance with City standard plates. Developer may construct trash enclosures in accordance with City standard plate 606 if a pedestrian access door centered in the rear wall of the enclosure is added. Use of modified plate 606 will facilitate compliance with 5-foot setback requirement. (DS)
88. Developer shall dedicate to the City all rights of ingress and egress to Wooley Road and Harbor Boulevard along the project frontages. (DS)

Traffic Conditions

89. Developer shall install a solar powered Rectangular Rapid Flashing Beacon (RRFB) system at the proposed north-south crosswalk along Wooley Road at Canal Street. The RRFB shall be per City of Oxnard standards. Installation shall include signage and thermoplastic pavement markings that conform to the Manual on Uniform Traffic Control Devices (MUTCD) standards. Final design is subject to approval of the City Traffic Engineer. (TR)

90. Developer shall modify the traffic signal and adjust intersection striping at the Wooley Road and Harbor Boulevard intersection as required to implement the proposed widening and installation of a crosswalk on the north leg of the intersection. The signal modification shall include, but not necessarily be limited to, provision of traffic loops, a traffic signal battery back-up system, a new service equipment enclosure and emergency vehicle detection (EMTRAC) system. Final design is subject to approval of the City Traffic Engineer. (TR)
91. Developer shall install 2" conduit with pull rope and pull boxes to accommodate a future interconnect cable for the City's Intelligent Transportation System (ITS) program. The conduit shall run from the northeast corner of the Wooley Road and Harbor Boulevard intersection along the north side of Wooley Road. The conduit shall cross Wooley Road easterly of Chesapeake Drive and join the existing pull box for interconnect easterly of Tradewinds Drive. Maximum pull box spacing shall be 200 feet. (TR)
92. Developer shall acquire and dedicate sufficient right-of-way to the City along the Wooley Road and Harbor Boulevard frontages to encompass the new improvements from back of sidewalk to back of sidewalk. (TR)
93. Developer shall reconstruct the existing curb ramp at the southeast corner of Wooley Road and Harbor Boulevard to comply with current disabled access requirements and address the sand accumulation problem at the existing ramp. (TR)
94. Developer shall construct pedestrian crossing improvements across the northerly leg of the Wooley Road/Harbor Boulevard intersection to provide an accessible path from the northeast corner of the intersection to the ocean side of the frontage road on the west side of the intersection. The pedestrian crossing shall be designed to be as perpendicular to Harbor Boulevard traffic lanes as practical. The design shall include construction of new access ramps and reconstruction of the existing median between the frontage road and Harbor Boulevard to accommodate the pedestrian crossing. The final design is subject to approval of the Development Services Manager. (TR)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017, by the following vote:

AYES: Commissioner(s): Chua; Dozier; Fuhring; Huber; Sanchez

NOES: Commissioner(s): None

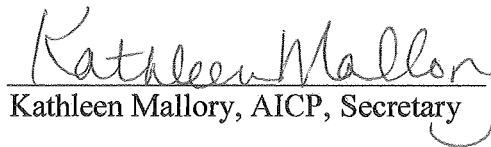
ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): Frank



Deidre Frank, Chair

ATTEST:


Kathleen Mallory, AICP, Secretary

MINUTES
OXNARD PLANNING COMMISSION
REGULAR MEETING
September 7, 2017
DRAFT

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Chair Deirdre Frank, Commissioners Stephen Huber, Robert Sanchez, Orlando Dozier, and James Fuhring, and Wilfredo Chua were present. Commissioner Vincent Stewart was absent. Staff members present were Kathleen Mallory, Planning Manager, Ken Rozell, Assistant City Attorney, Paul Wendt, Supervising Civil Engineer, Chris Williamson, Consultant, Cynthia Walsh, Consultant, Isidro Figueroa, Principal Planner, and Dee Lai, Recording Secretary. Chair Deirdre Frank presided and called the meeting to order.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Dozier led the pledge of allegiance.

C. PUBLIC COMMENTS – Items not on the Agenda

Public comments were received by Walter Hagedohm and Chris Williamson.

D. READING OF AGENDA

Kathleen Mallory, Planning Manager reviewed the agenda.

Chair Frank made a recommendation to rearrange the agenda so that item no. F2 would now be item no. F4, item no. F3 would be item no. F2, item no. F4 would be item no. F3 because she would be recusing herself from the Coastal Development Permit item no. F2.

MOTION: Commissioner Huber moved and Commissioner Dozier seconded a motion to rearrange agenda items as recommended. The question was called and the motion carried 6:0:1:0. Commissioner Stewart was absent.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – June 15, 2017

MOTION Chair Frank moved and Commissioner Sanchez seconded a motion to approve the minutes of June 15, 2017. The question was called and the motion carried 4:0:1:2. Commissioner Stewart was absent. Commissioner Dozier and Commissioner Huber abstained.

2. APPROVAL OF MINUTES – July 20, 2017

MOTION Commissioner Huber moved and Commissioner Dozier seconded a motion to approve the minutes of July 20, 2017. The question was called and the motion carried 5:0:1:1. Commissioner Stewart was absent and Commissioner Chua abstained.

F. PUBLIC HEARING

1. **PLANNING AND ZONING PERMIT NO. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map).** A request to construct 20 townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 air-rights condominium units on a .91-acre parcel located at 5489 Saviers Road (APN: 222-0-011-295) within the South Winds neighborhood. The townhomes will be approximately 2,968 square feet in size and are designed to front on Saviers Road and Courtland Street with a two-car tandem garage. The project includes a density bonus request for 4 townhome units in addition to the 16 dwelling units. A 35% density bonus is being requested with these concessions pursuant to the State's density bonus law: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Statute §21159.23 (Low-Income Housing); Section 15061(b)(3) ("General Rule"); and Section 15332 (In-Fill Development) of the CEQA Guidelines. Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on behalf of the property owner (the "Applicant").

Project Planner: Isidro Figueroa

Project Planner Isidro Figueroa provided a powerpoint presentation outlining the request to construct 20 townhome units, a Density Bonus for 4 townhome units in addition to the 16 dwelling units, and a Tentative Subdivision Map on a .91 acre parcel located at 5489 Saviers Road. Isidro presented Staff's recommendation which was for the Planning Commission to adopt a resolution approving the Special Use Permit, approving the Density Bonus Permit, and recommending that the City Council approve the Tentative Subdivision Map.

The Planning Commission discussed and inquired about several topics, including: trash collection location; purpose of power pole on the corner of the property; City's building code requirements; visitor parking; Density Bonus law regarding imposing the conditions to allow visitor parking; limited on street parking; imposing a condition on the HOA for the garage to be used for cars to help alleviate on street parking problem; property ownership; other properties being developed by the owner; special conditions number 151 and 153 regarding onsite sewage system and maintenance; and State law requiring the approval of the project.

All Commissioners' questions and concerns were addressed.

Chair Frank opened the public testimony.

Public testimony was received by Kelly Christiansen who made several comments, including: the site is on a local flood plain; it's a hunting ground for many species of raptors; home to 200 migratory birds; inquired about biodiversity assessment for the land; and limited parking spaces for the Southwinds community.

Chair Frank Closed the public testimony.

MOTION #1 Chair Frank moved and Commissioner Chua seconded a motion to adopt a resolution approving the Special Use Permit, PZ 16-500-06, Density Bonus, PZ 16-535-01, and a resolution recommending the City Council approve the Tentative Subdivision Map, PZ 16-300-06 with the conditions that the garage be used for cars. The question was called

and the motion failed 3:3:1:0. Commissioners Huber, Commissioner Fuhring, and Commissioner Dozier voted no. Commissioner Stewart was absent.

MOTION #2 Chair Frank moved and Commissioner Huber seconded a motion to adopt a resolution approving the Special Use Permit, PZ 16-500-06, Density Bonus, PZ 16-535-01, and a resolution recommending the City Council approve the Tentative Subdivision Map, PZ 16-300-06 subject to certain findings and conditions. The question was called and the motion carried 5:1:1:0. Commissioner Chua voted no and Commissioner Stewart was absent.

2. PLANNING AND ZONING PERMIT NO. 16-620-02 (General Plan Amendment): Recommendation to Adopt the 2013-2021 Mid-Cycle Housing Element Update as Chapter 8 of the 2030 General Plan Goals and Policies. The proposed 2013-2021 Mid-Cycle Housing Element Update identifies programs to improve opportunities for retention and development of safe and affordable housing at all income levels during the 2013 - 2021 planning period set by State legislation. Filed by Ashley Golden, Development Services Director, Development Services Department, 214 South C Street, Oxnard.

Project Planner: Chris Williamson and Kathleen Mallory

Consultant Chris Williamson and Cynthia Walsh presented a powerpoint presentation outlining the 2013-2021 Mid-Cycle Housing Element Update. Chris and Cynthia presented Staff's recommendation which was for the Planning Commission to adopt a resolution recommending City Council adopt the 2013-2021 Mid-Cycle Housing Element Update, with noted changes.

The Planning Commission discussed and inquired about several topics, including: the history of the property regarding the California Coastal Commission's findings from the 2000's on ESHA (Environmentally Sensitive Habitat Area) and whether it was conveyed to the State; lot merger fee waiver; new program 31 being absorb by the Planning Division; consequences if the Housing Element not adopted by October 17th; for the 483 units needed, we only need to identify the land and not necessarily build the units now; how the Graves property affects the AAHOP inventory and for it to be included on the AAHOP inventory list; the City is constrained by our own City codes, so we need to be more innovative and look for more dwelling units (Kansas City built veteran housing); redevelopment funding not available; and the City has to deal with Density Bonus and smaller parcels due to lack of money, so we have to piggyback on other developments.

Chair Frank opened the public testimony.

Public testimony was received by Barbara Macri-Ortiz who made several comments, including: we haven't produced much affordable units for low to very income; we haven't been able to address the needs of the people who live here; we overcrowd units which lead to parking problems; we had a lot of funding sources like RDA and State money and most are now dried up; need AAHOP sites that don't require so much infrastructure so it can be more feasible for development; and Graves and Santiago are examples of good AAHOP sites.

Public testimony was received by Sal Gonzalez who made several comments, including: lot merger is problematic; parcel assemblage program, parking is less problematic at apartments

that are run by a management company than single family neighborhoods; and no parcels for affordable units in the industrial area.

Public testimony was received by Mark Pettit who commented that the sites in the Housing Element are very small and he encouraged the Commission to look for bigger parcels to allow the developer to add more amenities and parking.

Chair Frank closed the public testimony.

MOTION Commissioner Chua moved and Commissioner Sanchez seconded a motion to adopt a resolution recommending that the City Council adopt the 2013-2021 Mid-Cycle Housing Element Update, with corrective pages and with the inclusion of the Graves property onto the AAHOP inventory list. The question was called and motion carried 6:0:1:0. Commissioner Stewart was absent.

The Planning Commission took a recess at 9 p.m.

The Planning Commission returned from recess at 9: 10 p.m.

3. **PLANNING AND ZONING PERMIT NO. 17-580-02/-05/-06/-07/-08/-09 (Zone Text Amendment)** Relating to Adoption and Subsequent Implementation of the 2013-2021 Mid-Cycle Housing Element Update. The proposed 2013-2021 Mid-Cycle Housing Element Update identifies programs to improve opportunities for retention and development of safe and affordable housing at all income levels during the 2013 - 2021 planning period set by State legislation. The proposed six zoning text amendments (Attachments A to F) implement selected programs and fulfill California Department of Housing and Community Development (HCD) certification conditions outlined in the March 27, 2017 HCD conditional certification letter and restated in the HCD August 18, 2017 review letter. Filed by Ashley Golden, Development Services Director, Development Services Department, 214 South C Street, Oxnard.

Project Planner: Chris Williamson and Kathleen Mallory

Chris Williamson provided a powerpoint presentation outlining Staff's recommendation which was for the Planning Commission to adopt a resolution recommending that City Council adopt the six Zoning Text Amendments PZ 17-580-02/-05/-06/-07/-08/-09.

The Planning Commission discussed and inquired about several topics, including: building separation; farmworker employee housing; building height and why half the height; the language change from farmworker housing to farmworker employee housing; ADU parking requirement; Density Bonus percentage; and garage conversion to ADU and the requirement to build replacement for a new garage.

All Commissioners' questions and concerns were addressed.

Chair Frank opened the public testimony.

Public testimony was received by Luis Calderon who made several comments, including: labor is hard to come by and more H2A workers are being hired because there's not enough labor; a lot of farms are closing down; a lot of buses mean more people with visas are coming in; and the parking lot requirement for group housing employees.

Public testimony was received by Barbara Macri-Ortiz who made several comments, including: farmworker ordinance; parking; ADU; difficult to build unit because of the parking; doesn't agree with the limitation of the ADU to be half the size of the primary unit because pre 1970's homes have big lots and small homes; what the City is doing is not consistent with State law because State law says nothing about size limit to half, it's only for the attached units.

Public testimony was received by Mark Pettit who made several comments, including: the need for studios and micro-apartments; three story building in R2 zone; building separation height requirement; and balconies with 10x10 foot dimension requirement.

Chair Frank closed the public testimony.

MOTION Chair Frank moved and Commissioner Fuhring seconded a motion to adopt a resolution recommending that the City Council adopt the six Zoning Text Amendments, PZ 17-580-02/-05/-06/-07/-08/-09, with the replacement of the word "dwelling" for the word "building" in the proposed R-2 multiple family zone ordinance Zoning Text Amendment (PZ 17-580-05) building separation. The question was called and the motion carried 6:0:1:0. Commissioner Stewart was absent.

4. **PLANNING AND ZONING PERMIT** No. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and 16-300-07 (Tentative Subdivision Map). A request for approval of a Coastal Development Permit to construct 50, three-story condominium dwelling units, parking garages, a pool and recreation building, and associated site improvements on a 3.96-acre vacant property located at the northeast corner of Harbor Boulevard and Wooley Road (APN 196-0-033-295). A Tentative Subdivision Map will subdivide an existing parcel into two parcels to be utilized for 50 condominium units. Approval is also being requested of a Coastal Zone Variance to allow six-foot walls and condominium units within the required 20-foot front yard setback [City Code Section 17-14(D)(5)]. With implementation of mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines, an Addendum to the previously adopted Mitigated Negative Declaration (MND 2009-03) has been prepared in accordance to Section 15164(d) ("Addendum to an EIR or Negative Declaration") of the CEQA Guidelines.

Project Planner: Isidro Figueroa

Project Planner Isidro Figueroa presented a powerpoint presentation outlining the request for approval of the Coastal Development Permit, Coastal Zone Variance, and the Tentative Subdivision Map. Isidro presented staff's recommendation which was for the Planning Commission to adopt a resolution approving the Coastal Development Permit, Coastal Zone Variance, and recommending that the City Council approve the Tentative Subdivision Map, subject to the findings and conditions of approval.

Commissioner Huber served as the Acting Chair for agenda item F4 due to Chair Frank recusing herself from this item. The Planning Commission discussed and inquired about several topics, including: setback reduction; affordable housing in-lieu fee; property zoned as R (residential) versus RB (residential beach); possibility of adding more parking spaces; expansion of Wooley Rd; traffic study, soil study addressed in the environmental documents; the possibility of widening the bridge across the canal; traffic flow on Wooley Rd and the canal;

the City owns the canal bridge; the level of service (LOS) at Harbor and Wooley Rd is LOS B; ability to turn left onto Harbor from Beachcomber; Harbor and Wooley intersection widening and improvements and traffic light configuration; lighting standards; if the 50 units application is approved, it will replace the 70 units application; property will have private sewer and water pipe lines which feed into Wooley Rd sewer line; the age of the sewer and pipe lines; no disruption in roadways for bike races and for Santa to the Sea half marathon with 3000 runners; construction will begin in November and December if project is approved and finish construction around September 2018; the California Coastal Commission retained jurisdiction area; and the applicant to apply for Coastal Development Permit for the retained jurisdiction area through the California Coastal Commission.

The architect Alan Scales gave a brief overview about the project. Alan commented that by going from 70 attached units to 50 detached units, it adds value and benefits to the property in several ways, including: reduced density, privatized open spaces; enhanced architectural features; and easy access. Alan also commented about the corner space on Harbor and Wooley is anchored by the pool cabana; the trash collection locations have easy access; and there are decks on the second and third floors with roof decks on 2 out of the 3 models.

All Commissioners' concerns and questions were addressed.

Acting Chair Huber opened the public testimony.

Public testimony was received by Jessica Douglas who made several comments, including: 15 neighbors in the Dunes neighborhood are opposed to this project; the Dunes neighborhood is middle to low income and the new project would not be a good fit; soil and toxicity study should be considered; the sewer and water pipe lines outdated; widening of the bridge at the canal; and traffic and safety issues.

Acting Chair Huber closed the public testimony.

MOTION Commissioner Dozier moved and Commissioner Fuhring seconded a motion to approve the Coastal Development Permit PZ 16-400-04, Coastal Zone Variance PZ 17-590-01, and recommending that City Council approve the Tentative Subdivision Map PZ 16-300-07, with amendments. The question was called and the motion carried 5:0:2:0. Commissioner Stewart and Chair Frank were absent.

G. STUDY SESSION/REPORTS

None.

H. PLANNING COMMISSION BUSINESS

None.

I. PLANNING MANAGER COMMENTS

Planning Manager, Kathleen Mallory commented that the Planning Academy notice was sent out and asked that any Commissioner who is interested in attending to let her know by Tuesday, September 12, 2017. Kathleen also commented that there's money in the budget for the League

of California conference and if the Commissioners are interested in attending to let her know as well. Commissioner Chua commented that he's interested in attending the League of California conference. Commissioner Huber asked if the City is going to pay for their attendance at the Planning Academy. Kathleen replied yes, but that the PC training budget would need to be shared. Kathleen Mallory commented that the commercial marijuana ordinance will be on the next Planning Commission agenda on September 21 along with another project.

J. ADJOURNMENT

At 11:44 p.m., the Planning Commission concurred to adjourn.

Deirdre Frank, Chair

ATTEST:

Kathleen Mallory, Planning Manager



**ADDENDUM TO INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION 09-03
(SCH No. 2010011069)
ANACAPA TOWNHOMES CONDOMINIUM DEVELOPMENT**

Prepared by:
City of Oxnard
Development Services Department
Planning Division
214 South C Street
Oxnard, California 93030

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1.0 INTRODUCTION

This environmental document is an Addendum to the Anacapa Townhomes Condominium Development Initial Study/Mitigated Negative Declaration [IS/MND] State Clearinghouse No. 2010011069, adopted in September 20, 2010 by the City of Oxnard. Since adoption of the IS/MND, an amended project has been filed with the City of Oxnard requesting to construct 50 townhome units instead of constructing 5 buildings containing 70 condominium air-right units.

As demonstrated in this Addendum to the MND, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of the proposed project pursuant to California Environmental Quality Act (CEQA). The 2010 IS/MND is hereby incorporated by reference; the 2010 IS/MND is available for review at the City of Oxnard Planning Division, located at 214 South C Street.

1.1 BACKGROUND

The Project was originally approved by the Planning Commission on August 20, 2010, inclusive of a recommendation to the City Council to approve a Tentative Subdivision Map creating 5 parcels and subdividing for 70 air-rights condominium units; and adopted a Mitigated Negative Declaration; approving a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, parking garages, pool and recreation building, amenities, and associated site improvements; and a Coastal Zone Variance to all the project to allow structures to deviate from the required yard setbacks. On September 20, 2010 the City Council upheld the Planning Commission's decision to adopt a Mitigated Negative declaration; approve a Coastal Development Permit and Coastal Variance Permit and approved the Tentative Subdivision Map.

The Mitigated Negative Declaration (MND No. 09-03), consisting of the Initial Study and mitigation measures, was circulated for public review and comment from January 25, 2010, through February 23, 2010. The IS/MND evaluated potential environmental effects on aesthetics, agriculture resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, utilities and service systems, and mandatory findings of significance. Ten areas of concern were identified as potentially being affected, and mitigation measures have been included to reduce or avoid the potentially significant impacts. The following sections in the Initial Study include mitigation measures: air quality, biological resources, cultural resources, geology/soils, hydrology, noise, public services, recreation, transportation/traffic, and utilities/service systems. The short-term impacts (i.e. construction activities) that are less than significant after mitigation are air quality, biological resources, cultural resources, geology/soils, hydrology, and noise.

1.2 PURPOSE OF ADDENDUM TO THE IS/MND

The purpose of this Addendum is to evaluate whether the proposed Project as currently proposed would result in any new or substantially greater significant effects or require any new mitigation measures not identified in the 2010 IS/MND for the original Project. This Addendum, together with

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the 2010 IS/MND will be used by the City of Oxnard when considering approval of the proposed Project modifications.

1.3 CEQA FRAMEWORK FOR ADDENDUM

For a proposed modified project, State CEQA Guidelines Sections 15162 and 15164 provide an Addendum to an adopted MND may be prepared if only minor technical changes or additions are necessary or none of the following conditions calling for the preparation of a subsequent MND have occurred:

Substantial changes in the project, which require major revision to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

Substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

New information of substantial importance, which was not known and could have been known with the exercise of reasonable diligence at the time of MND adoption, shows any of the following:

- i. the project will have one or more significant effects not discussed in the MND;
- ii. the project will result in impacts substantially more severe than those disclosed in the MND;
- iii. mitigation measure or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative, or
- iv. mitigation measures or alternatives that are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

The purpose of this Addendum is to evaluate the proposed modifications to the original project and to demonstrate that the proposed Project does not trigger any of the conditions described above. Based upon the information provided in Section 3.0 of this document, an Addendum to the 2010 IS/MND is the appropriate CEQA document.

1.4 CONCLUSIONS

As verified in this Addendum, the analyses and the conclusions in the 2010 IS/MND remain valid. The proposed changes to the Project would not cause new significant effects not identified in the MND nor substantially increase the level of environmental effect reported in the MND. Therefore, no new mitigation measures would be necessary to reduce significant effects. No change has occurred with respect to circumstances surrounding the Project that would cause new or substantially more severe significant environmental effects than were identified in the 2010 IS/MND. In addition, no new information has become available that shows that the project would cause new or

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substantially more severe significant environmental effects which have not already been analyzed in the 2010 IS/MND. Therefore, no further environmental review is required beyond this Addendum.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND SETTING

The project site is located on the northeast corner of Harbor Boulevard and Wooley Road (APN: 196-003-329). The project site is vacant and undeveloped and has an area of 3.96 acres. Harbor Boulevard is adjacent to the site on the west side, Wooley Road is adjacent to the site on the south side, and Canal Street bisects the easterly half of the site. The existing Oxnard Dunes subdivision is adjacent to the site on the north side. The Edison canal is adjacent to the site on the east side.

2.2 PROJECT MODIFICATIONS SINCE IS/MND ADOPTION

The Approved Project evaluated in the 2010 IS/MND consisted of the development of a 3.96 acre vacant property to include:

- a) Tentative Subdivision Map for Tract No. 5843 (PZ No. 09-300-01) to subdivide the property into five residential parcels and create a total of 70 air-rights condominium units;
- b) A Coastal Development Permit (PZ No. 08-400-04) to construct five, multifamily, three-story structures with a combined total of 70 condominium dwelling units, parking garages, recreation facilities, and associated landscaping and driveways (see Figures 3a & 3b); and,
- c) A Coastal Zone Variance (PZ No. 09-590-01) to modify development standards for setbacks to allow architectural projections (e.g. staircases, vertical columns, portions of two rear walls, and a portion of one side wall), and distance between parking spaces and dwelling units. See Figure 4.

The Approved Project evaluated in the 2010 IS/MND also included analysis of the dedication of 8,712 square feet to widen Canal Street and construct an intersection at Wooley Road. Also, the developer proposed to dedicate a 9,583 square-foot portion at the southwest corner of the property in order to construct a 250-foot long right-turn lane on westbound Wooley Road. The existing alley between Harbor Boulevard and Canal Street will be widened, resurfaced, and reconstructed with full improvements.

The proposed revisions to the Project include a decrease in the number of parcels created in the subdivision from 5 to 2 and reduce the number of dwelling units from 70 (contained within 5 three-story buildings) to providing 50 townhome units. Additionally, the revised Project has been designed to provide visitor parking within the required distance from the residential units; thus, eliminating the need for an additional variance which was approved for the previous Project. Road, infrastructure, utility improvements have not changed, although some elements might be modified consistent with current codes and requirements.

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3.0 ENVIRONMENTAL ANALYSIS

This comparative analysis has been undertaken pursuant to the provisions of CEQA Guidelines Section 1562 and 15164 to provide the City of Oxnard with the factual basis for determining whether any changes in the Project, any changes in circumstances, or any new information since the IS/MND was certified require additional environmental review or preparation of a Subsequent MND or Environmental Impact report (EIR) to the IS/MND previously prepared.

The proposed Project would result in a similar duration and intensity of construction activities relative to the original Project. As such, both the approved 2010 Project and the currently proposed Project would result in the construction-related impacts described in the 2010 IS/MND. Compared to the original Project analyzed in the IS/MND, the proposed project would reduce the number of lots created in the subdivision from 5 to 2 and reduce the number of dwelling units from 70 (contained within 5 three-story buildings) to providing 50 townhome units. Additionally, the revised Project has been designed to provide visitor parking within the required distance from the residential units; thus, eliminating the need for an additional variance which was approved for the previous Project. These changes would reduce some long-term environmental effects (e.g., traffic and air quality) and demands on public services and utilities, though those changes would be modest.

Since the 2010 IS/MND was adopted, conditions on and around the Project site remain largely the same. The analyses below identify any changes in existing site conditions as well as changes to policies and regulations governing environmental resources applicable to the Project. This chapter discusses whether those changes result in new or different environmental impacts.

The 2010 IS/MND found that the Project would result in impacts that were either than significant or less than significant with mitigation. The Project has been modified to reduce the number of lots created in the subdivision and the number of dwelling units. Taking into account these changes, the proposed Project would have similar effects as the original Project. As described further below, the revised Project would not result in new or different environmental impacts, nor require new mitigation measures, and no new information has emerged that would materially change the analyses or conclusions set forth in the IS/MND. Therefore, the Project would not change the analysis or conclusions reached in the IS/MND.

3.1 Aesthetics and Urban Design

The 2010 IS/MND found that the Project would have less than significant impact on scenic vistas, scenic resources, existing visual character of the site and its surroundings. The 2010 IS/MND did not identify any impacts to Aesthetics; therefore, mitigation was not required. The proposed Project differs from the previously Approved Project in the number of dwelling units. The Approved Project is allowed to construct 5, three-story buildings providing 70 condominium units on 5 separate lots. The proposed project proposes 50 townhome units distributed on two separate lots.

The Project proposal includes the development of three-story buildings that will not exceed the height limitations of the R-3-C zone as listed in the Coastal Zoning Ordinance. The proposed Project will not block views to the beach since the Coastal Land Use Plan (Section 3.2.5 – Visual Resources)

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specifically states that the ocean is not visible from Harbor Boulevard. Additionally, the existing overhead utility lines and poles adjacent to the project site (i.e. the north side of Wooley Road) will be removed and placed underground, thereby improving the aesthetic quality of the area as well as the scenic routes.

Given that the residences within the Oxnard Dunes and Oxnard Shores Neighborhood represent an eclectic variety of architectural types with no single or dominant architectural style, the Modern-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates earth tone colors, aluminum windows, parapet roof design, French doors, balconies and roof decks, wood post, steel tube metal railings and fiberglass doors. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. The balconies and roof decks are consistent with the architecture of the proposed Modern-style residences and surrounding roof lines of the existing community. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.

The proposed project would result in the construction of 50 townhome units, on property with a coastal zoning designation of Garden Apartment Coastal (R-3-C). The project will generate an amount of light typical for residential development as envisioned in the Coastal Land Use Plan and Coastal Zoning Ordinance. However, the Design Standards of the Coastal Zoning Ordinance require that light sources be stationary and deflected away from adjacent properties. The density of the proposed development is similar to the adjacent neighborhood, and the proposed façade design will help contain the activities, noise, light, parking areas, etc.

The proposed design refinements would not result in additional impacts to aesthetic resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

3.2 Agricultural Resources

The design refinements would not result in additional impacts to agriculture beyond those identified in the IS/MND because there are no prime, unique, or statewide important farmlands in the project study area. The IS/MND did not identify any impacts to agricultural uses; therefore, mitigation was not required. No new mitigation measures are required for the proposed refinements.

3.3 Air Quality

The Ventura County Air basin is currently a non-attainment area for both the Federal and State standards for ozone, and the State standards for PM10. Exceeding the air quality standards is the result of past and ongoing urban and rural development that has caused emissions to exceed the air basin's capacity for dispersal and removal of air pollutants. It should be noted, however, that the goal of the Ventura County Air Quality Management Plan (AQMP), which was most recently revised in 2007, is to reduce ambient ozone concentrations below the National Ambient Air Quality Standards

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(NAAQS) through the implementation of air pollutant emissions controls. The plan predicts attainment of the Federal 8-hour ozone standard by the year 2013. Air quality in Ventura County has improved dramatically since 1990, the 1994 AQMP base year. In 1990, the air quality exceeded the now revoked federal 1-hour ozone standard 18 times. However, in 2003 there were only two days over the federal 1-hour standard, and none in 2004 and 2005. Likewise, all areas of the county have enjoyed similar reductions in federal 8-hour ozone levels. In 1990 there were 117 violations countywide of the federal 8-hour ozone standard, but only 25 in 2009, 13 in 2010, and 8 in 2011. These improvements have occurred despite 29 percent increase in Ventura County's population since 1990. Ventura County attained both the federal 1-hour and the 1997 8-hour ozone standards in 2003 and 2012, respectively. Consequently, on May 27, 2009 the U. S. Environmental Protection Agency issued an attainment finding officially recognizing that Ventura County had attained the federal 1-hour ozone standard, and has proposed a similar attainment finding for the 1997 federal 8-hour ozone standard. That finding was finalized on November 19, 2012. Cumulative air basin air quality impacts were analyzed by the 2030 General Plan PEIR and found to be significant for which an overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.7, Certified Final PEIR, October 2011, page 5-35.

Short-term impacts to air quality are the result of grading and other construction activities associated with the project, such as earth-moving and heavy equipment vehicle operations. The Air Pollution Control District considers short-term activities related to construction to be less than significant impacts. Standard Ventura County Air Pollution Control District (APCD) mitigations will be required in order to minimize on-site construction emissions and maximize dust suppression.

The 2010 IS/MND evaluated the long-term impacts proposed of the Project (e.g. residential activities and vehicle trips) which would result in an increase in vehicle trips to and from the site. Potential long-term air quality impacts associated with the proposed project can be contributed primarily to vehicular emissions and residential appliances. The Project has been designed to reduce long-term emissions (e.g. Energy Star appliances, insulation beyond Title 24 CCR requirements, passive cooling and ventilation, etc.). The City's adopted thresholds of significance for Reactive Organic Compounds (ROC) and Nitrogen Oxide (NOx) emissions is 25 pounds per day. Project emissions were calculated utilizing the Urban Emissions (URBEMIS 2007, Version 9.2.4) computer modeling program. The URBEMIS model estimates that the proposed project would not generate vehicle emissions or other long-term emissions that might exceed the City's air quality thresholds. With implementation of mitigation measures C-7 and C-8, potential long-term impacts will be reduced to the extent feasible.

The proposed Project reduces the number of residential units when compared to the original Project, so the anticipated long-term operational emissions would be slightly less than those calculated in the 2010 IS/MND. Construction-related air quality emissions would not change. Therefore, the modifications to the proposed Project would not result in new or substantially more severe significant effects on air quality.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- C-1 The developer shall prepare and submit an Air Emissions Mitigation Plan for Dust Control. This Plan shall be included as part of the construction contract and submitted to the City of Oxnard for review and approval prior to the issuance of grading permits. This plan shall include the following elements:
- Fugitive dust throughout the construction site shall be controlled by the use of a watering truck or equivalent means, generally at least three times a day (except during and immediately after rainfall). Water shall be applied to all unpaved roads, unpaved parking areas or staging areas, and active portions of the construction site. Environmentally-safe dust control agents may be used in lieu of watering.
 - Revegetate or apply APCD-approved chemical soil stabilizers to all inactive portions of the construction site that are inactive for four or more days.
 - Suspend or curtail all excavation, earth moving, and grading operations during episodes of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties) to prevent fugitive dust from being a nuisance or hazard.
 - Material transported in trucks off site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended. Material transported on site shall be sufficiently watered or secured to prevent fugitive dust.
 - Inform all employees involved in grading operations on the project to wear face masks during dry periods to reduce inhalation of dust.
 - Signs shall be posted on-site requiring traffic speeds to not exceed 15 miles per hour.
 - Sweep streets at the end of the day if visible soil material is carried over to adjacent streets and roads.
 - At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.
- C-2 Maintain equipment engines in good condition and in proper tune as per manufacturer's specifications. Minimize idling time. Prohibit the use of on-site electric generators, and connect to utility lines adjacent to the project site.
- C-3 If feasible, use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric.
- C-4 During construction, contractors shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities.
- C-5 A temporary fence around the project site shall include an opaque visual barrier up to 6 feet high. The fence shall include signs identifying the name, telephone number, and emergency

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contact information for the contractor(s) responsible for the site, construction activities, and rectifying any nuisance conditions.

- C-6 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.
- C-7 As stated in the APCD Guidelines, applicants are required to mitigate environmental impacts associated with their projects to the greatest extent feasible. The following are those measures that could be feasibly implemented to mitigate operational phase air quality impacts of the proposed project:
- Lighting for public streets, parking areas, and recreational areas shall utilize energy-efficient mechanical, computerized, or photo cell switching devices to reduce energy usage.
 - Energy-efficient, automated controls for air conditioners shall be installed into proposed buildings to reduce energy consumption and emissions.
 - Automatic lighting on/off controls and energy-efficient lighting shall be installed into proposed buildings to reduce electricity consumption and associated emissions.
 - Light-colored roofing materials as opposed to dark roofing materials shall be used on proposed buildings. Light colored materials reflect sunlight and minimize heat gains in buildings. This measure would lessen the overall demand for mechanical air conditioning systems.
 - Wall and attic insulation shall be provided in proposed buildings beyond the requirements of Title 24, *California Code of Regulations*.
 - Built-in energy-efficient appliances shall be installed into proposed buildings.
 - Special sunlight filtering window coatings or double-paned windows shall be installed into proposed buildings to reduce thermal gain in hot weather and loss in the cold weather, thus reducing emissions associated with heaters and air conditioners.
- C-8 The design of the swimming pool building shall incorporate solar panels to the maximum extent feasible for pool water heating.
- C-9 All project construction and site preparation operations shall be conducted in compliance with all applicable Ventura County APCD Rules and Regulations with emphasis on Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive dust), and Rule 10 (Permits Required).

Required Monitoring: Building Division staff and Public Works Division staff shall review grading and construction plans to ensure compliance. Building Division and Public Works Division inspectors shall field monitor all applicable measures during grading activities and during construction.

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3.4 Biological Resources

The 2010 IS/MND found that the Project would have a potentially significant impact on biological resources unless mitigation is incorporated to reduce impacts. The potential impact identified in the 2010 IS/MND was that the Least Bell's Vireo, a State-listed and federally-listed endangered species, has been observed ¼ mile north of the project site near Fifth Street. Since the federally listed endangered species was observed outside the project area, mitigation measure D-2 will ensure that no potentially significant impacts will occur. The potential exists for the Silvery Legless Lizard to be in the vicinity of the project site, and mitigation measure D-3 will ensure that no potentially significant impacts will occur. The proposed Project modifications analyzed herein would result in the same impacts on sensitive biological resources.

The project site is not designated nor determined to be an Environmentally Sensitive Habitat Area (ESHA). PCR Services Corporation prepared and submitted the following reports for this project: *Biological Resources Assessment* (February 2005), *Update to 2005 Biological Resources Assessment* (November 2008), and *Anacapa Townhomes Biological Resources Assessment* (December 2009). All reports have been independently reviewed and verified by Rincon Consultants, Inc., on behalf of the City. Site conditions are now best described as ornamental and ruderal. The investigations of the project site included several inspections by qualified biologists, and reviews of literature and archives including lists maintained by the U.S. Fish & Wildlife Service and the California Department of Fish & Game. The results of all reports indicate that no plant or wildlife species listed as Threatened or Endangered were observed on the project site and no sensitive habitat areas were present on the project site.

The results in the biological reports prepared by PCR also indicated that that there is no habitat present on the Wooley Road site that could support migratory birds, there were no migratory birds observed on or near the site, and therefore no impacts are anticipated. Mitigation measure D-1 will ensure that any birds protected by the Migratory Bird Treaty Act will not be potentially affected by the project. The project will not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, and there will be no impact. The Project will not have any adverse effect on any riparian habitat or other sensitive natural community as identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Additionally, there are no federally protected wetlands that occur within the project area.

The proposal will not conflict with any local policies or ordinances that protect biological resources, or a Habitat Conservation Plan or Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The project is consistent with Policy 8 of the Coastal Land Use Plan, in that the Project is consistent with the Settlement Agreement that was executed for the Project site, in order to transfer the development rights from several beachfront parcels (i.e. the resource area) to the inland property on Wooley Road for the purpose of preserving beach access and open space, in addition to avoiding other adverse environmental impacts.

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The proposed design refinements would not result in additional impacts to biological resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- D-1 The developer shall avoid grubbing or grading the site during the breeding season (i.e. February 15 through August 31) as the preferred mitigation. If avoidance is not feasible and grubbing/grading will occur during the breeding season, then the project site and adjacent open space areas shall be surveyed by a qualified biologist for the presence of nesting birds prior to removal of vegetation. The developer shall be required to submit a report documenting the findings of the site survey to the Planning Division for review and approval. The site survey shall be conducted within 30 days of the beginning of any grubbing/grading activity. If any active nests are detected, then a 300-foot buffer (or as otherwise deemed appropriate by the biological monitor in consultation with the City and CDFG) shall be placed around the nest site until the nestlings have successfully fledged.
- D-2 Focused pre-construction surveys for the Least Bell's Vireo (LBV) will be conducted in suitable habitat within 500 linear feet of construction activities. The surveys will follow agency protocol as to survey methodology (i.e. time of day and climatic conditions). However, a modified survey schedule is appropriate given the site-specific circumstances. Therefore, surveys of the area within 500 feet of construction activities and the area where LBV has been reported will be initiated if commencement of construction is to occur during the breeding season for the species (April 10 to July 31). If no LBV are detected within 500 feet of the construction activities during any of the three survey bouts, no further action is required. If, however, LBV are detected within 500 feet of construction activities, CDFG and the U.S. Fish & Wildlife Service (USFWS) will be contacted to determine what, if any, actions need to be taken to avoid adverse effects on the species. Such actions, if necessary, may include one or more of the following: phasing the construction activities to avoid certain construction activities within 500 feet of occupied LBV habitat until after the breeding season has ended; noise monitoring; and nest monitoring. If LBV is detected in suitable habitat farther away than 500 feet, these areas will be monitored during each of the three survey bouts so as to gain assurances that occupied habitat remains more than 500 feet from construction activities. The findings of the surveys will be documented and submitted to the City within 10 days of completion, as well as CDFG and USFWS as applicable.
- D-3 Prior to the initiation of construction activities, a temporary silt fence will be installed along the project site's easterly boundary to prevent ingress of Silvery Legless Lizards (SLL) onto the site for the duration of construction activities. The fencing will be keyed into the ground to a depth of at least three inches. Preconstruction surveys for SLL will then be conducted within

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areas of the site that could be used by the species. The surveys will be conducted according to the following protocol provided by CDFG.

Surveys will be conducted on a warm day (70 to 80 degrees Fahrenheit) in the mid-morning and no longer than two weeks prior to the commencement of soil disturbance activities. Relative soil moisture should be approximately 65% to 80% with soil temperature being 60 to 70 degrees Fahrenheit. Two person teams will work together with one person using a hand rake to gently rake the loose litter and soil down to substrate. The other person will search the areas being raked for SLL.

Surveys will employ a “three-pass” methodology to locate as many SLL as possible. If SLL are found during the first pass, an overnight period of no disturbance will occur before the second pass. Similarly, if SLL are found during the second pass, another overnight period of no disturbance will occur before the third pass. If during any pass no SLL are found, the survey will be concluded.

Any SLL found will be placed in a lidded, vented box containing clean sand. Areas of moist and dry sand will be present in the box. Boxes will be kept out of direct sunlight and protected from temperatures over 72 degrees Fahrenheit. The temperatures of the sand in the box will be kept under 66 degrees Fahrenheit. Information on each lizard captured will be recorded, including date of capture, location, length, color, age, and tail condition. All lizards will be relocated to suitable off-site habitat the same day as capture. GPS location of released lizards will be recorded. CDFG will be notified about any injured SLL.

All work will be performed by personnel who hold active permits from CDFG in order to conduct the work. At the conclusion of the surveys, documentation of survey results and associated records will be submitted to the City within 10 days of completion, as well as to CDFG.

Monitoring: Planning staff will review and approve the site survey reports prior to issuance of any grading or building permits. Development Services inspectors will monitor the on-site grading and construction activities.

3.5 Climate Change and Greenhouse Gas Emissions

Both the Ventura County Air Pollution Control District (VCAPCD) and the City of Oxnard have yet to establish project-level significance thresholds for GHGs emissions for vehicle emissions or HVAC operations within commercial buildings. Emissions of GHGs are quantified, but are not by themselves used to determine project-level significance under CEQA. In the absence of an adopted GHG emission-specific threshold, the GHG-emission impact is determined to be less than significant at the project level because the operation air quality impacts were found to be less than significant

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The city of Oxnard recently adopted an update to the City's CEQA Guidelines Threshold Guidelines. The new Guidelines identify Climate Change and Greenhouse Gases as a new section consistent with State's CEQA Guidelines. The City's previous Guidelines discussed Greenhouse Gases under the Air Quality section. The 2010 IS/MND analyzed Greenhouse Gases under the Air Quality section and all mitigation measures for the evaluated Project are valid for the proposed Project. The mitigation measures are identified in Section 3.3.

3.6 Cultural Resources and Tribal Cultural Resources

The modifications to the proposed Project do not change the conclusions made in the 2010 IS/MND regarding cultural resources since the overall footprint and depth of disturbance remains the same. The 2010 IS/MND impact conclusions are based on a cultural report prepared by Environmental Research Archaeologists, *A Phase One Site Survey Cultural Resources Investigation* (October 27, 2008). The results of the investigation indicate that the area is not considered a likely source of historic or archaeological artifacts. The project site is within the area of the Chumash Tribal Territory and the literature search indicated a potential for the occurrence of cultural resources (e.g. sites and artifacts), however, the site inspection did not reveal any evidence of artifacts, sites, or other cultural resources. Based on the information provided in the Phase I study, a Phase II Archaeological Survey is not warranted. No evidence is available to suggest the project site has been used for ancient or pre-California human burials. The mitigation measure identified in the 2010 IS/MND will still apply. Therefore, no changes have been made to the conclusions of the cultural resources analysis presented in the 2010 IS/MND.

In 2014, California Assembly Bill (AB 52) amended CEQA to require that CEQA lead agencies consult with California Native American tribes prior to and during CEQA review. The bill requires lead agencies to apply this law for projects that have filed a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015. The notice of preparation for the project was filed in 2010 so this provision of the bill does not apply and preparation of an addendum does not trigger the requirement for further coordination with California Native American tribes. In addition, the mitigation measure included in the 2010 IS/MND requires the Developer to pay for monitoring by a qualified archaeologist and Native American Monitor (specifically a qualified Ventureño Chumash descendant).

The proposed refinements to the proposed Project would not result in additional impacts to cultural resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

- E-1 Based on the recognized sensitivity for the occurrence of buried sites and artifacts and as mandated by the City of Oxnard archaeological guidelines, Developer shall pay for monitoring by a qualified Archaeologist and Native American Monitor (specifically a qualified Ventureño

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Chumash descendant). A contract with the Archaeologist shall be presented to the City prior to issuance of grading permits. Monitoring shall be required during all activity involving soil disturbance including grading (cut and fill) or other excavation (e.g., trenching). Should movement of soils during grading for re-compaction activities show no evidence of an archaeological site or artifacts, and with the concurrence of the City of Oxnard Planning and Environmental Services Division and the on-site Native American Monitor, further monitoring at this location by the Archaeologist may no longer be required. In the event that a prehistoric site or historic remains older than 50 years is identified during monitoring, the Archaeologist and/or Native American Monitor shall be empowered to stop all construction activities in the vicinity of the find. The Archaeologist shall document, identify, and evaluate the potential significance of any find. Such evaluation may require a Phase II site subsurface excavation and evaluation program. Should any remains prove to be significant, avoidance of the resource is the preferred mitigation. If avoidance through project redesign is not feasible, further investigations in the form of a Phase III data recovery program will be implemented to mitigate impacts to the identified resource. The Native American Monitor shall remain on-site throughout any necessary site documentation, evaluation, and mitigation processes.

Contracts shall include weekly reports from the archaeological monitor to the Planning Division summarizing the Archaeologist's activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning and Environmental Services 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 occupancy for each building.

Monitoring: Planning staff will review the Archaeological / Native American monitoring contract(s) prior to issuance of any grading permits. Planning staff will ensure the monitoring reports are received prior to Planning Division inspection for final building permit sign-off. Development Services staff will monitor on-site construction activities.

3.7 Geology and Soils

The proposed refinements would not result in substantially different geophysical impacts beyond those identified in the IS/MND. While the Modified Project involves proposed changes to the timing and location of some construction activities, these changes do not represent a substantial deviation from the project analyzed in the IS/MND, and the conclusions of the IS/MND remain valid. Compliance with applicable code standards and seismic requirements identified in the IS/MND will reduce geotechnical concerns to below a level of significance.

The proposed refinements to the proposed Project would not result in additional impacts to Geology and Soils resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND. No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

F-1 A pile foundation shall be prohibited.

Required Monitoring: Building Division staff and Public Works Division staff shall review grading and construction plans to ensure compliance. Building Division and Public Works Division inspectors shall field monitor all applicable measures during grading activities and during construction.

3.8 G. HAZARDS AND HAZARDOUS MATERIALS

The Modified Project would not increase risks related to hazards or hazardous materials relative to the Approved Project. Information used during the analysis of this section was on the *Phase II Sample Results, The Dunes Property, Oxnard California* (October 9, 2008) prepared by Waterstone Environmental, Inc., Anaheim CA. The project site is not on the list of hazardous materials and cleanup sites compiled pursuant to Government Code Section 65962.5. A parcel to the north of the project site (see Figure 12) was formerly on the Department of Toxic Substances Control (DTSC) list in the 1980's, the entire site was cleaned to the satisfaction of DTSC, a sign-off letter from DTSC was issued on June 19, 1991, and the property was removed from the DTSC list on July 29, 1991. A portion of the northerly property has previously been developed with duplexes and single-family residences (a total of 148 dwelling units) and is now known as the Dunes Neighborhood. Due to the proximity of the current project to the northerly parcel at 5th Street, as well as the former activities that historically occurred on and near the project site, the developer retained an independent consultant to investigate the site for the presence of any hazardous substances. Results do not exceed any regulatory standards. No potentially significant levels of hazardous substances, materials, or other conditions were found to be present in the soil or groundwater. The results and recommendations of the *Phase II Sample Results* include the following:

- No Volatile Organic Compound (VOC) was detected in the groundwater sample collected in the southwestern portion of the subject property (i.e. the 4-acre parcel located at the northeast corner of Wooley Road and Harbor Blvd.).
- Total Petroleum Hydrocarbons (TPH) was detected in one of six soil samples collected and analyzed from the southern portion of the subject property (i.e. the 4 acres located at the northeast corner of Wooley Road and Harbor Blvd.). The detectable concentrations of petroleum hydrocarbons are below action levels for both diesel and oil range TPH.
- Toulene was the only detectable Volatile Organic Compound (VOC) detected in the soil samples collected and analyzed from the southern portion of the subject property. A trace concentration (significantly below any type of regulatory level or guideline) of toluene was detected in one of six samples orders of magnitude below residential and industrial Preliminary Remediation Goals (PRG's).

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- Metals were detected in all of the six soil samples collected and analyzed from the southern portion of the subject property. All metals detected at concentrations consistent with published values of naturally-occurring background levels of metals in the area, with the exception of Barium in one of the samples.
- One soil sample exhibited an elevated concentration of Barium to warrant further Toxicity Characteristic Leaching Procedure (TCLP) analysis for hazardous determination. The subsequent analysis found that the concentration of Barium in the soil was at a non-hazardous level, based on established standards of the State of California and Federal Government.
- Waterstone recommends no further investigation in the area of the former oil field “petroleum waste pit” in the southern portion of the subject property.

No mitigation measures are recommended or required. The project site was determined to be suitable for residential development, and will not create any significant hazards to the public or the environment.

3.9 HYDROLOGY AND WATER QUALITY

The Modified Project would be required, as under the Approved Project, to comply with all applicable water quality regulations during and following construction activities. The 2010 IS/MND did not identify any potentially significant impacts on hydrology and water quality. Although the proposed Project reduces the number of residential units, the overall footprint of disturbance and area of impervious surface remains the same.

Global climate change will have increasingly significant impacts on California and its coastal environments and communities. The state Coastal Act, through the Local Coastal Plans, mandates the protection, conservation, restoration, and enhancement of the state’s coastal resources. As a result, the City must consider climate change, including global warming and potential sea level rise, through its planning and regulatory activities, and work to reduce greenhouse gas emissions and the detrimental impacts of global warming on the coast. In the event of long-term sea level rise, a worst-case scenario for this project would be approximately 4 feet of floodwater around the first floor and parking garages. However, because the risk cannot be completely eliminated, a mitigation measure is included that requires the Developer to acknowledge the risks of development and indemnify and hold the City of Oxnard harmless from any liability or damages. The Proposed project will be consistent with Coastal Policy 40 that requires the developer to agree to indemnify and hold the City harmless from any liability or damages resulting from the construction of his development. By proceeding to obtain building and grading permits, the Developer acknowledges and assumes any potential risks associated with the project location and proximity to the coast. Any impacts are considered to be less than significant.

The proposed refinements to the proposed Project would not result in additional impacts to hydrology and water quality resources beyond those identified in the 2010 IS/MND. Therefore, no changes have been made to the conclusions of the aesthetics analysis presented in the 2010 IS/MND.

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No new or substantially more severe significant effects would occur and no additional mitigation measures are required.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

- H-1 Developer shall submit a Storm Water Pollution Prevention Plan (SWPPP) to demonstrate compliance with National Pollutant Discharge Elimination System (NPDES) requirements prior to issuance of building permits.
- H-2 Prior to issuance of any permits, the Developer shall submit documentation agreeing to indemnify and hold the City of Oxnard harmless from any liability or damages resulting from the construction of the project.

Monitoring:

- H-1 Public Works Staff shall review and approve the SWPPP prior to issuance of a Building Permit.
- H-2 Development Services Department staff and the City Attorney shall review and approve the Agreement prior to issuance of any permits.

3.10 LAND USE AND PLANNING

Although the proposed Project is reducing the number of dwelling units and deviations from the required yard setbacks, the proposed Project will require the same entitlements, permits, and/or other approvals as the evaluated Project. The Project site is in the Garden Apartment Coastal (R-3-C) zone of the Coastal Zoning Map. The site is surrounded by residential, retail and open space uses. The proposed Project will not change any of the land use designations as prescribed by the Coastal Zoning Ordinance and the proposed project will not physically divide an established community. The proposed Project will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. The Project is consistent with the policies of the state Coastal Act in that the new residential development is concentrated in an existing developed area and consistent with the City's service capacities. The proposed Project is consistent with Coastal Act Policy No. 30250, in that the development is located contiguous with existing developed areas with adequate public services, and where it will not have significant adverse effects on coastal resources. The project is designed and conditioned to be consistent with the City's current Coastal Land Use Plan and the Coastal Zoning Ordinance, as well as the Settlement Agreement between the City of Oxnard and Oxnard Shores Development Company for the Wooley Road Property (Instrument No. 88-059788 recorded on May 2, 1988, and Instrument No. 89-174751 recorded on October 31, 1989).

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Therefore, no changes have been made to the conclusions of the land use analysis included in the 2010 IS/MND. No new significant effects would occur and no additional mitigation measures are required.

3.11 MINERAL RESOURCES

The proposed Project would not result in additional impacts to mineral resources beyond those identified in the IS/MND and because the project site is not located within an area of known mineral resources, either of regional or local value, the IS/MND did not identify any impacts to mineral resources.

Therefore, mitigation was not required. No new mitigation measures are required for the changes to the Approved Project.

3.12 NOISE

The proposed Project would not result in additional impacts to noise beyond those identified in the IS/MND. The proposed Project requests to reduce the number of dwelling units from 70 to 50. The 2010 IS/MND did not expect operational noises from the project to exceed 65 dB CNEL outdoors and 45dB CNEL indoors based on the *Site Specific Noise Study* prepared by Acentech. Since the proposed Project is reducing the number of dwelling units from 70 to 50, noise level should improve modestly but should be consistent with the noise study finding. As such, the modifications to the proposed Project would not result in new or substantially more severe significant effects on noise.

Although the proposed Project reduces the number of residential units, the overall footprint of disturbance and area of impervious surface remains similar. Construction-related noise would not change; therefore, modifications to the proposed Project would not result in new or substantially more severe significant effects.

The 2010 IS/MND identified that an April 2008 noise study that was prepared for the 104-unit Deckside Villas planned unit development on the southeast corner of Wooley Road and Victoria Avenue recorded ambient traffic exterior noise levels in excess of 65 dB Leq, which is an existing condition that exceeds the City of Oxnard's noise threshold of significance. The Deckside Villas project, developed in the early 1980's, is the only housing development on Wooley Road without soundwalls constructed between the development and the adjacent Primary Arterial streets. The proposed Project will generate additional trips that will exacerbate the existing traffic-generated ambient noise levels around the Deckside Villas. Because the project would less with the 50 units along Wooley Road that would pass the Deckside Villas during peak hours, the project shall contribute to the \$125,000 cost of constructing a 1,500-foot portion of a perimeter Proto II soundwall to reduce ambient noise from traffic. The 2010 IS/MND includes a mitigating measure that requires payment commensurate with the Project's proportional amount for the cost of construction.

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The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

K-1 A pile foundation shall be prohibited.

K-2 Prior to issuance of the first Certificate of Occupancy, the applicant shall contribute an amount commensurate to the impact created by the Project as determined by the Development Services Director to a designated City fund for the Deckside Villas that is to be used only for soundwall-related expenses.

K-3 Prior to issuance of the first Certificate of Occupancy, the developer shall record on all properties an Avigation Easement granting the County of Ventura an Avigation Easement for the operation of the Oxnard Airport. The Avigation Easement shall be consistent with the FAA model Avigation Easement.

Required Monitoring: Development Services and Public Works Division staff shall review grading and construction plans to ensure compliance, and inspectors shall field monitor all grading activities and foundation construction. Prior to issuance of the first Certificate of Occupancy, the Planning Manager shall confirm that the noise mitigation payment has been deposited with the Deckside HOA.

3.13 POPULATION, EDUCATION, AND HOUSING

The 2010 IS/MND concludes that the evaluated Project would result in no impact on population and housing. Additionally, the anticipated resident population associated with the previous 70 condominium unit project would be approximately 200 persons (or an average of 2.85 persons per unit which reflects the average persons per unit in the Oxnard coastal area), and is population growth anticipated in the 2020 and draft 2030 General Plans. The intent of the Settlement Agreement was to prevent development on several vacant parcels along the beachfront, in order to preserve the beach resource and avoid overcrowding and significant impacts, among other purposes. The City Council approved Pre-Application No. 09-600-1 on April 21, 2009, authorizing the developer's payment of the In-Lieu Affordable Housing Fee, which contributes to the City's various programs to increase the affordability of housing for all economic segments of the population. The City Council will consider if the developer will be allowed to submit an affordable housing payment in lieu of providing affordable units within the current proposed Project. It is a mandatory requirement of all new residential development that prior to issuance of building permits, the applicant pays the applicable school impact fees to the school district in order to mitigate impacts to schools. By requiring the developer to pay the applicable fees to the school district, any potential impacts are considered to be less than significant.

The proposed Project is requesting to reduce the number of dwelling units from 50 to 70. As such, the proposed Project would not have any effect on population, housing, or employment in the City or

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region at large, as is the case for the Approved Project. There is no adverse impact that would occur in this regard therefore, mitigation is not required. No new mitigation measures are required for the proposed Project and the mitigation measure identified in the 2010 IS/MND is still valid.

Mitigation Measure(s):

M-1 Prior to issuance of any building permits, the developer shall pay the mandatory impact fees to the school district and present evidence of payment.

3.14 PUBLIC SERVICES AND RECREATION

The modifications requested by the proposed Project would not result in additional impacts to public services and recreation beyond those identified in the 2010 IS/MND because the Project request to reduce the number of residential units from 70 to 50. Additionally, the 2010 IS/MND did not identify any potentially significant impacts to public services and recreation. By designing the project to conform to California Fire Department Code and incorporating the requested design measures by both the Fire and Police Departments to the Project, the potential impacts are considered to be less than significant.

The project provides on-site amenities for its residents, but future residents will place additional demands on community and regional parks and recreational facilities. It is a mandatory requirement of all residential development that prior to issuance of building permits, the applicant is required to pay the applicable Quimby impact fees in order to mitigate the effects of these additional demands. The proposed project will not be required to dedicate land or construct a public park on the site. Therefore, by payment of the applicable Quimby fee to mitigate the near-term as well as cumulative impacts, the impacts to parks are considered to be less than significant.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

M-2 Prior to issuance of any building permits, the developer shall pay the mandatory Quimby Fee.

M-3 Prior to issuance of any building permits, the Developer shall pay the following mandatory development impact fees: *Planned Traffic Circulation System Facilities Fees* (Traffic Impact); *Planned Water Facilities Fee*; *Planned Wastewater Facilities Fee*; *Planned Drainage Facilities Fee*; and *Growth Requirement Capital Fee or other development impact fees not identified herein*.

N-1. The developer shall be required to pay the mandatory Quimby Fee prior to issuance of any building permits.

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Monitoring: Development Services Department staff shall collect impact fees prior to issuance of any building or engineering permits. Planning Staff shall assess and collect the Quimby Fee prior to issuance of any building permits.

3.15 TRANSPORTATION AND CIRCULATION

The 2010 IS/MND analyzes Project impacts on traffic and circulation and identifies less than significant impacts with mitigation. The project proposes to reduce the number of dwelling units from 70 to 50. As such, the proposed project would reduce traffic generated by the project and would not result in new or substantially more severe significant effects on traffic.

In addition to the evaluated Project's traffic study, City staff completed analyses of projected 2030 traffic as part of the environmental review of the Draft 2030 General Plan. The Citywide Oxnard Traffic Model (OTM) included the 70 units on the project site, proposed development in the harbor under County of Ventura jurisdiction, the completion of the North Shore project, the completion of the Seabridge project (with an elementary school or with housing as permitted), and the eventual development of the tract just adjacent and north of the Dunes neighborhood. OTM results identified no intersections on the west of Ventura Road operating a below LOS C under the 2030 General Plan Alternative B scenario after OTM mitigations are assumed completed.

The proposed Project is requesting to reduce the number of dwelling units from 50 to 70. As such, the proposed Project would not result in additional impacts to transportation/traffic beyond those identified in the 2010 IS/MN. No new mitigation measures are required for the proposed Project and the mitigation measure identified in the 2010 IS/MND is still valid.

Mitigation Measure(s):

- O-1 Developer shall dedicate to the City the Right-of-Way along Wooley Road and Harbor Blvd. associated with the road widening under this project.
- O-2 Developer shall modify the traffic signal at Wooley Rd/Harbor Blvd. associated with the proposed road widening. The signal modification shall include provision of a traffic signal battery back-up system, new service equipment enclosure and emergency vehicle detection system.
- O-3 Developer shall design and reconstruct the curb ramp at the southeast corner of Wooley Rd and Harbor Blvd. The redesign shall comply with disabled access requirements and address the sand accumulation problem at the ramp.

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- O-4 Developer shall place existing overhead utility lines (except electrical lines in excess of 33KV) on and adjacent (as defined in City ordinance) to the project (including Wooley Road, Harbor Boulevard and the canal easterly of the project) underground in accordance with City ordinance. Before issuance of a site improvement permit or recordation of a final map, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation.
- O-5 Developer shall install a wireless, solar powered, in-pavement crosswalk warning light system on the easterly leg of the Wooley Road/Canal Street intersection along with associated striping and signage, including advanced warning signage and markings, to enhance the safety for pedestrian crossing of Wooley Road. Final design of the crosswalk warning light system to be approved by the City Traffic Engineer.
- O-6 Developer shall design the walls at the entry and exit gate of the Ground Parking Level of Buildings 1 and 4 to provide additional corner visibility similar to that provided on Buildings 2 and 3. Final design shall be approved by the City Traffic Engineer.
- O-7 Developer shall pay the applicable County/City Traffic Impact Fee(s) prior to issuance of a building permit.

Monitoring: The Development Services Division will ensure that all impact fees are paid. The Development Services Division shall review improvement and construction plans to ensure compliance with these mitigation measures and standard requirements.

3.16 Utilities and Energy

The proposed Project would not require or result in the construction or expansion of any public utilities beyond those required for the approved Project. As an in-fill residential project surrounded by urban development, the project will create additional incremental demand on existing utilities and service systems. The project will not require or result in the construction of new water or wastewater treatment facilities, expansion of existing facilities, construction of new storm water drainage facilities, or expansion of existing storm water facilities.

The mitigation measures adopted in the 2010 IS/MND remain valid. The following mitigation measures shall be applicable to the project:

Mitigation Measure(s):

- P-1 The developer shall pay the applicable Calleguas Capital Construction charges prior to issuance of a building permit.

Monitoring: Development Services Staff shall ensure that fees are paid prior to issuance of a building permit.



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Isidro Figueroa, Principal Planner

DATE: September 7, 2017

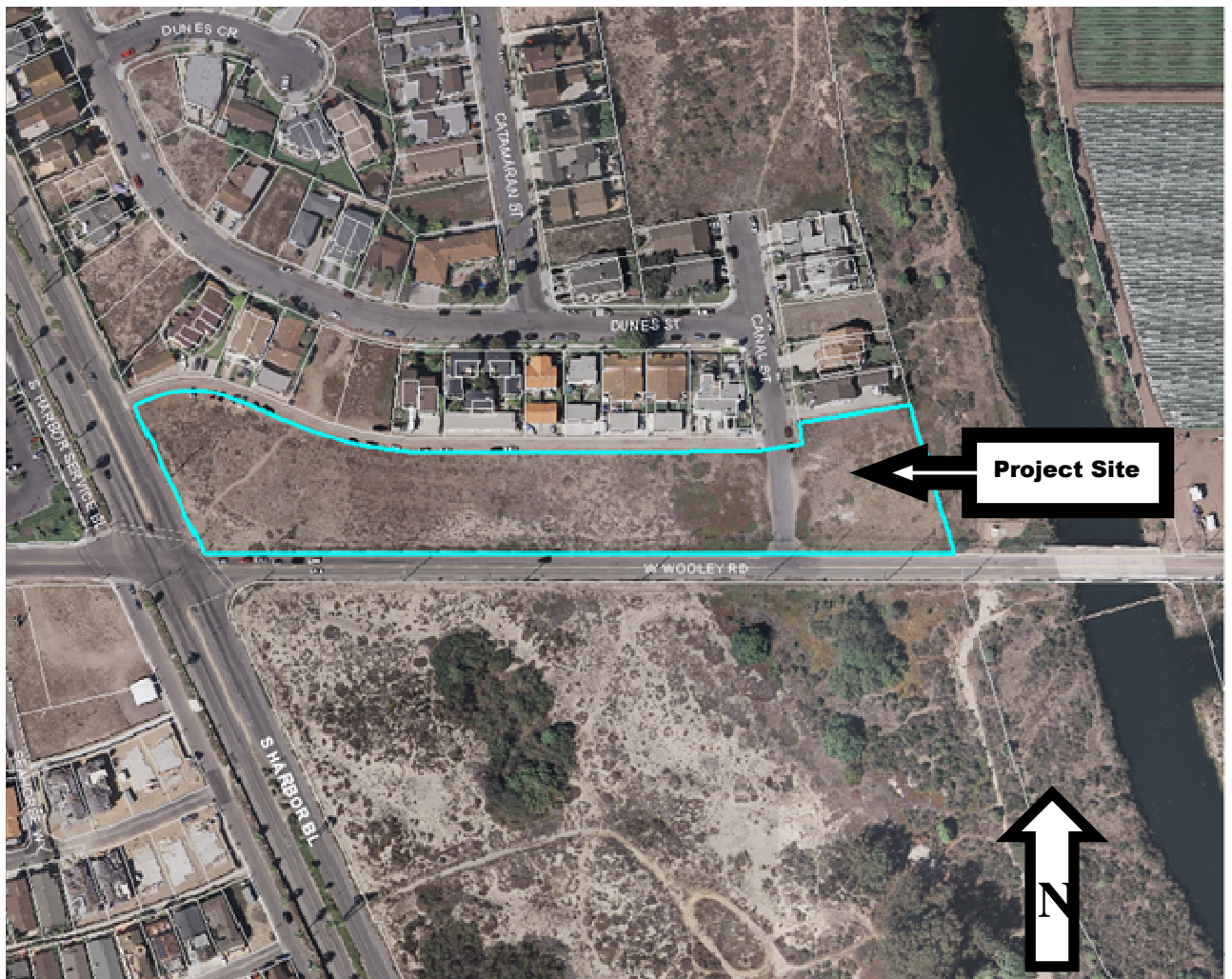
SUBJECT: Planning and Zoning Permit Nos. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and 16-300-07 (Tentative Subdivision Map No. 5984). Property located at the northeast corner of Harbor Boulevard & Wooley Road (APNs: 196-0-033-295).

1) Recommendation: That the Planning Commission:

- a)** Approve Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit), subject to certain findings and conditions;
- b)** Approve Planning and Zoning Permit No. 17-590-01 (Coastal Zone Variance), subject to certain findings and conditions; and
- c)** Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map No. 5984) subject to certain findings and conditions.

2) Project Description and Applicant: A request to construct the “Anacapa Townhomes” on a 3.96-acre vacant parcel located at the northeast corner of Harbor Boulevard and Wooley Road, in the Oxnard Dunes neighborhood. A Tentative Subdivision Map will create two parcels and 50 for sale condominium units. A Coastal Development Permit is being requested to construct 50, three-story townhome dwelling units with attached parking garages, pool and recreation building, and associated site improvements. A Coastal Zone Variance is being requested to permit the construction of six-foot walls and townhome units within the required 20-foot front yard setback [City Code Section 17-14(D)(5)]. For purposes of this Staff Report, the foregoing project description shall be referred to as the “**Project**”. Filed by Designated Agent Patric Lynam, Planet Home Living, 1451 Quail Street Suite. 204, Newport Beach, CA 92660, on behalf of the property owner (the “**Applicant**”).

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- 3) Existing & Surrounding Land Uses:** The project site is irregular shaped, vacant and undeveloped. Harbor Boulevard is adjacent to the site on the west side, Wooley Road is adjacent to the site on the south side, and Canal Street bisects the easterly half of the site. The existing Oxnard Dunes subdivision is adjacent to the site on the north. The Edison canal is adjacent to and easterly of the project site (see Attachment A).

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Garden Apartment Coastal (R-3-C)	Residential Existing (REX)	Vacant
North	Coastal Low-Density Multiple Family (R-2-C)	Residential Existing (REX)	Oxnard Dunes Neighborhood
South	Coastal Resource	Visitor Serving	Vacant

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	Protection (RP)	Commercial/Resource Protection	
East	Community Reserve (CR)	Easement (ESM)	Edison Canal
West	Coastal Neighborhood Commercial (CNC)	REX- Residential Existing	Retail Center

4) Background Information: The City Council adopted Ordinance No. 2159 on April 19, 1988, approving a Development Agreement (DA) between the City of Oxnard and the Oxnard Shores Company for the subject property. The DA Allowed up to 70 dwelling units on the subject property, and expired in the year 2015. The DA approved a transfer of development rights from 22 beachfront parcels (the sending area) to the subject property (the receiving area). As a result of litigation of the transfer of development rights on the subject property a Settlement Agreement was executed. In 1989, a Settlement Agreement transferred ownership of numerous beachfront parcels to the State of California (acting through the State Lands Commission and California Coastal Commission), this avoided potentially significant environmental impacts that may have otherwise resulted from future development on these lots. It also preserved coastal resources and recreation areas, and formally established and dedicated several public access areas. The Settlement Agreement does not expire.

The City Council adopted Ordinance No. 2169 on July 5, 1988, changing the zoning on the subject site which were previously subject to the DA and Settlement Agreement. The subject property changed from Coastal Multiple-Family (R-2-C) to Coastal Medium Density Multiple-Family (R-3-C) in order to accommodate the density of development envisioned and approved in the DA. The beachfront properties changed from Single-Family Beach (R-B-1) to Coastal Recreation (RC) affirming their use as public beach and recreation areas, precluding future development, and establishing conformity with the DA.

On August 20, 2010, the Planning Commission recommended City Council approval of a Tentative Subdivision Map creating five parcels and subdividing the subject property for up to 70 condominium units. The Commission also approved a Coastal Development Permit to construct five, multifamily, three-story structures with a total of 70 condominium dwelling units, associated parking garages, pool and recreation building, amenities, and associated site improvements; a Tentative Subdivision creating five parcel; and a Coastal Zone Variance to allow structures to deviate from the required front and side yard setbacks. Approval of an Initial Study/ Mitigated Negative Declaration (MND) supported the permit approval. On September 20, 2010 the City Council upheld the Planning Commission's approval of a Coastal Development Permit and Coastal Variance Permit and approved the Tentative Subdivision Map. Since entitlement approval the applicant has been able to construct the project.

On October 28, 2016, the Applicant submitted the Planning and Zoning Permit application numbers 16-400-04 and 16-300-07 requesting approval of a Coastal Development Permit and

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Tentative Subdivision Map, respectively, to create two parcels and subdividing the property to construct 50 three-story townhome units, with attached parking garages, as well as recreation amenities such as a recreation building with a pool, as well as associated site improvements. On June 26, 2017, the Applicant submitted a request for approval of a Coastal Variance Permit to allow the construction of six-foot walls and townhome units within the required 20-foot front yard setback [City Code Section 17-14(D)(5)].

- 5) Environmental Determination:** The project has been reviewed for potential environmental impacts in conformance with the California Environmental Quality Act (CEQA), and it has been determined that this project will not have a significant effect on the environment with incorporation of project mitigation measures.

The Initial Study and Mitigated Negative Declaration (MND) from 2010 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project. The proposed project being considered by the Planning Commission is a reduction in the number of residential units. An Addendum to the 2010 MND was prepared. The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in June of 2010. The Addendum and Mitigation Monitoring and Reporting Program are included as an exhibit attached to the Coastal Development Resolution. Please see Attachment C.

Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”.

The IS/MND, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final IS/MND. All mitigation measures included in the adopted Final Initial Study and Mitigated Negative Declaration (IS/MND) and the Addendum to the IS/MND have been included as conditions of approval in the Coastal Development Permit Resolution. Consistent with State Law, the Addendum is not required to be circulated for public review or input.

6) Analysis:

- a) General Discussion:** The applicant is seeking approval to construct 50 for sale condominium project, inclusive of attached two-car garages; a pool and recreational building; and associate site improvements, is conditionally permitted within the R-3-C sub-zone with a Coastal Development Permit, pursuant to Section 17-14(C)(2) of the City of Oxnard Coastal Zoning Ordinance. Pursuant to OMC Section 17-14(D), the maximum allowed height of any building is three stories, not to exceed 35 feet. The project has been designed with structures with various heights and levels but not to exceed three-stories and the maximum allowed height of 35 feet. Based on OMC Section 17-14(D)(2), the maximum density allowed is

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based on a minimum lot area of 2,400 square feet per dwelling unit. The project proposes to construct 50 condominium units, which is below the maximum allowed density of 70 units. The density of the proposed development is similar to the adjacent neighborhood, and the proposed façade design will help contain the activities, noise, light, parking areas, etc.

The project site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Pursuant to OMC Section 16-10(A)(48), the front lot line is defined as the line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining lot lines. Based on the unique circumstances outlined above, the Project requests a variance to deviate from the required front yard setback requirement in order to accommodate townhome units and privacy walls within the required front yard setback.

In addition to the R-3-C development standards, City Council Resolution No. 7658 provides advisory standards that are intended to encourage amenities that enhance the livability of condominiums. The amenities contained within City Council Resolution No. 7658 include minimum dwelling size; number of bedrooms; distance to parking spaces; private patios; storage; common areas; security; and handicap. These amenities are **not requirements** and projects are **not required** to provide them. However, the project has been designed to include all of the amenities for the exception of installing elevators required for all three-story buildings. Please reference Attachment B for site plan, floor plan, and architectural elevations.

Although the project is not required to construct a public park or dedicate land for a public park, the developer will be required to pay the applicable Quimby Fee prior to issuance of any building permits.

There will be three (3) floor plans that provide variation to the square-footage and interior layouts.

Unit Type	Total Living Floor Area (Square Feet)	Number of Beds / Baths	Unit Quantity
P1	1,893	3	14
P2	2,037	3/bonus room option	16
P3	2,134	3/ bonus room	20

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		option	
Total		50	

- b) **Coastal Land Use Plan Consistency:** The project is consistent with a number of policies contained in the Coastal Land Use Plan, as discussed in the following table.

POLICY	DISCUSSION
Coastal Policy #8 (page III-13) states that the City may permit an increase in the allowable density of non-resource areas in return for the preservation of the resource area.	Approval of this project will ensure consistency with this policy. The Anacapa Townhome property is the designated Receiving Area under the terms of the Settlement Agreement, and therefore, preserves the resource area consisting of public beach and recreation uses.
Coastal Policy #23 (page III-20) states that new multi-family residential development shall be limited to a density of no more than 18 units per acre.	The project proposes to construct 50 units on the 3.96-acre site, which is less than the entitled 70 units and below the allowed 18 units per acre.
Coastal Policy #37 (page III-23) states that all new development in the coastal zone shall be designed to minimize impacts on the visual resources in the area.	Approval of this project will ensure consistency with this policy. The Anacapa Townhome property is the designated Receiving Area under the terms of the Settlement Agreement, and therefore, preserves the visual resources of the beachfront parcels that are utilized as public beach and recreation areas by the public.
Coastal Policy #38 (page III-23) states that height restrictions as defined by the City Zoning Ordinance shall be used to avoid blocking views.	The project proposes a maximum height of 35 feet, which is the maximum allowable height in the R-3-C zone of the Coastal Zoning Ordinance. Therefore, the project will be consistent with this policy.
Coastal Policy #39 (page III-24) states that all applications for subdivisions shall be reviewed for threats from hazards such as seismic activity, liquefaction, tsunami, beach erosion, flood, storm wave runup, and expansive soils.	Approval of this project, as mitigated, will ensure consistency with this policy. The project Initial Study documents the environmental review, hazard analysis, and mitigation measures to be incorporated into the development. In addition, the Anacapa Townhome property is the designated Receiving Area under the terms of the Settlement Agreement; and therefore, avoids all environmental impacts that would have otherwise resulted if the beachfront parcels had been developed with residential uses.
Coastal Policy #40 (page III-25) states that any person developing	Approval of this project, as mitigated, will ensure consistency with this policy. The project Initial

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property within the 100-year flood line shall agree to indemnify and hold the City harmless from any liability or damages resulting from the construction of his development.	Study documents the environmental review (including 100-year flood hazard), and mitigation measures have been included to minimize the risk. In addition, the Anacapa Townhome property is the designated Receiving Area under the terms of the Settlement Agreement; and therefore, avoids all potential flood hazards that might have otherwise resulted if the beachfront parcels had been developed with residences.
Coastal Policy #41 (page III-28) states that all new development shall employ the most recent water conservation methods and devices.	The project will be designed and constructed to comply with the water conservation standards contained in the California Building Code (e.g. low-flow fixtures and appliances) and the City's landscape design guidelines. The project will be consistent with this policy.
Coastal Policy #42 (page III-25) states that proposed projects shall include consideration of the remaining water and sewer service capacities, and projects may be approved only when sufficient water/sewer services are available.	Approval of this project, as mitigated, would be consistent with this policy. The project Initial Study documents the environmental review (including water and sewer service capacities based on current data and information), and mitigation measures have been included to ensure sufficient levels of service.
Coastal Policy #47 (page III-34) states that all new development shall occur in a manner consistent with the Ventura County AQMP.	Approval of this project, as mitigated, will ensure consistency with this policy. The project Initial Study documents the environmental review (including air quality analysis), and mitigation measures have been included to ensure compliance with the Ventura County AQMP.
Coastal Policy #71 (page III-53) states that the City shall ensure public use of the vacant oceanfront lots in the Oxnard Shores Neighborhood, including use of the Transfer of Development Rights program.	The Anacapa Townhome property is the designated Receiving Area according to the Transfer of Development Rights program, and ensures public use of specified vacant oceanfront lots in the Oxnard Shores Neighborhood under the terms of the Settlement Agreement. Therefore, the project will implement this policy.
Coastal Policy #92 (page III-62) states that transfer of development rights may be permitted to provide a procedure for relocating development that would otherwise adversely affect coastal access and recreation.	The Anacapa Townhome property is the designated Receiving Area according to the TDR program, and relocates future development from specified vacant oceanfront lots to the Wooley Road property under the terms of the Settlement Agreement. Therefore, project will implement this policy.

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- c) Conformance with Coastal Zoning Development Standards:** The proposed Project is located in the Garden Apartment Coastal (R-3-C) subzone.

The project is consistent with most of the required developments standards identified in the R-3-C subzone (Garden Apartment Zone), with the exception of the deviation of the front yard setback and privacy walls within the front yard setback. Approval of a Variance is requested for this development standard.

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Building Height §17-14(D)(1)	Not to exceed 3 stories or 35 feet	3 stories & 34.9 ft.	Yes
Maximum Density §17-14(D)(2)	1 unit per 2,400 sq.ft. (min.) of lot area. Equivalent to 18 units per acre.	1 unit per 2,433 sq.ft. of lot area; 18 units / acre.	Yes
Minimum lot width §17-14(D)(3)	60 feet minimum	Approx. 200 feet each lot	Yes
Front yard setback §17-14(D)(5)	15 feet if all vehicle access is off alley Lot 1: 15 foot setback Lot 2: 20 foot setback	Lot 1: Residential units and walls to encroach within required setback on Harbor Blvd. and Canal Street. Property walls to encroach within required setback on Wooley Road. Varies: 14 feet to 5 Feet Lot 2: Residential units and walls to encroach within setback on Canal Street and Wooley Road. Varies 15 feet to 10 feet.	Yes, if Variance approved
Side yard	10 feet for three-story structures	10 feet	Yes

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DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
setbacks §17-14(D)(7)			
Rear yard setback §17-14(D)(6)	25 feet	N/A	N/A
Extension of Open Stairways §16-306	Open, unenclosed stairways not covered by a roof may extend into a required front yard not more than 30 inches.	None	Yes
Interior Yard Space §17-14(D)(4) & §17-14(E)	25% of lot area as IYS; and 25% of required IYS may be on building decks having min. dimension of 10 feet and min. area of 200 sq.ft.	43,770 sq.ft. (29%)	Yes
Fences, walls, hedges – front yard §16-308	Must be at least 50% open, and may not exceed 42 inches. If a solid wall, then may not exceed 18 inches in height.	Garden walls: Greater than 18 inches high. Pilasters: vary, 2.5 – 5 ft. high. Screen wall at transformers: 4 to 5 feet max.	Yes, if Variance approved
Fences, walls, hedges – side & rear yards §16-309(A)	Not to exceed 7 ft. in height, and not located within required setback areas. If located within the required front or side yard, see §16-308.	6 feet (max.)	Yes, if Variance approved

In addition to the R-3-C development standards, City Council Resolution No. 7658 provides **advisory** standards that are intended to encourage amenities that enhance the livability of condominiums but are **not mandatory**. The proposed project complies with all of the advisory standards with the exception of the required elevator for all three-story structures. The advisory standards are as listed in the following table:

ADVISORY STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Number of Bedrooms	Each unit shall have no fewer than 2 separate bedrooms	10 units w/ 3BR, 51 units w/ 2 BR, 9 units w/ 1 BR.	Yes
Dwelling Size	Each unit shall not be smaller in area than 1,000 sq.ft.	1,006 sq.ft. minimum	Yes

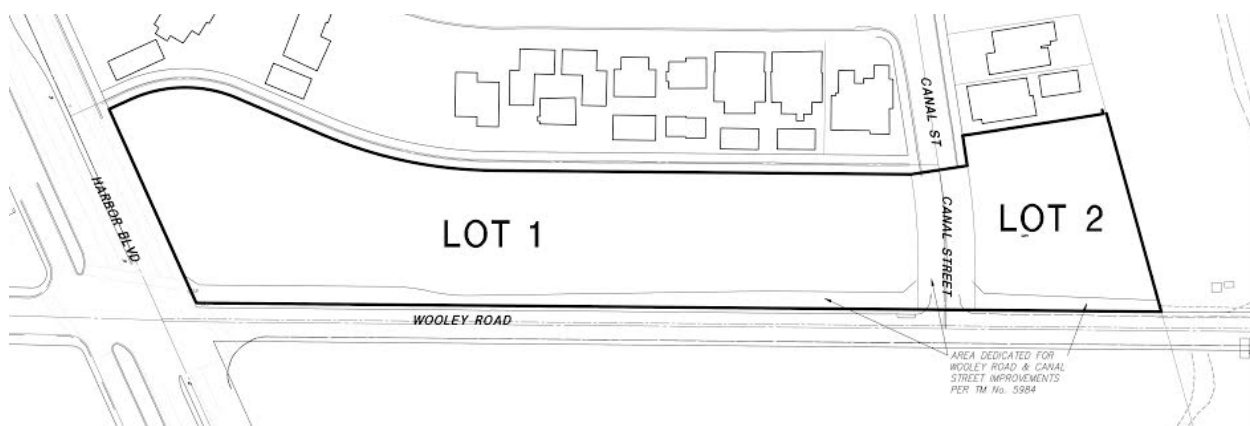
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ADVISORY STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Distance to Parking Spaces	– Resident Parking: 50 ft. max. distance to spaces from the dwelling units they serve. – Visitor Parking: 100 ft. max. distance to spaces from the dwelling units they serve.	Resident parking spaces more than 50 feet to the units they serve; spaces are within same building as the unit served. Visitor spaces are within 100 ft.	Yes Yes
Private Patios	– Minimum outdoor patio area not less than 20% of GFA of the unit it serves. – Min. dimensions 10 ft. by 10 ft. – Immediately adjacent and direct access to the unit served. – Minimize overview to adjacent patios. – Lights not to exceed 6 ft. height. – Patios adjacent to common open areas used by residents.	– Min 20% – Min. 10' x 10' – Adjacent and accessible to each unit – Patios adjacent to common open space area	Yes
Common Areas	– Formal: Jacuzzi, spa, clubhouse, barbecues, picnic tables, etc. – Informal: Lawn area with min. dimensions of 45 ft. and area not less than 3,500 sq.ft. – Children: Tot lot, jungle gym.	Jacuzzi / spa, pool, clubhouse, tot lot, and barbecue areas.	Yes
Storage	– 1 private storage area per unit. – Minimum area: 225 cubic ft.(ft.³). – Minimum width: 4 ft.	– All units have storage areas – Min. 225 ft.³ – Min. width 4 ft.	Yes, as conditioned
Security	– Lockable entrances – Electric garage door openers – Similar features	– Gates & locks at entrances – Electric garage gate openers	Yes
Handicap Accessibility	Elevators shall be provided in structures of 3 or more stories	1 per building (up to second floor)	No

- d) **Site Design:** The site is irregular in configuration which has had an impact on the site design. Access to units will be off of Canal Street and an alley which runs parallel to Wooley Road. Each building will face the street frontages on Wooley Road, Harbor Boulevard, or Canal Street. Parking areas will be completely screened from view from Wooley Road and

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Harbor Boulevard by structure placement and walls. By utilizing the alley for vehicle access on Lot 1, a 15-foot front yard setback is allowed on the Harbor Boulevard and Wooley Road front property lines. However, property walls will be required to project within the required front yard setback but all townhomes along both property lines will comply with the 15-foot required setback. However, due to the narrow configuration of Lot 1 and the existing location of Canal Street, three townhomes and property walls are required to project within the required front yard setback. Lot 2 will take access directly from Canal Street and has a required 20-foot front and 10-foot side yard setbacks. The minimum requirement for the required side yard setbacks will be achieved by all structures sited on Lot 2. However, due to the configuration of the lot, based on the location of Canal Street, two townhomes and property walls are required to project within the required front yard setback (Canal Street and Wooley Road property lines). The front yard deviation is subject to the Variance request. Common open space areas and amenities are provided throughout the site for easy access by the residents, and will be maintained by the Homeowner's Association.



The proposed lot sizes are listed in the following table

Lot Number	Proposed Land Use	Number of Units	Lot Size
1	Residential Townhomes	39	39,640 sq.ft. / 0.91 acre
2	Residential Condominiums	11	27,007 sq.ft. / 0.62 acre
-	Wooley Rd. dedication	-	8,704 sq.ft. / 0.20 acre
-	Canal St. dedication	-	9,012 sq.ft. / 0.22 acre
	<i>Total</i>	<i>50</i>	3.96 acres (gross) 3.54 acres (net after dedications)

- e) **Tentative Subdivision Map:** The proposed subdivision is consistent with the Subdivision Map Act, City Code (Chapter 15 – Subdivisions), Coastal Land Use Plan, Coastal Zoning Ordinance. The R-3-C zoning and Local Coastal Plan allow 18 units/acre, which equates up to 70 dwelling units on the property, specifically, multi-family units. The proposed

PZ Nos, 16-400-04; 17-590-01; and 16-300-07; Anacapa Townhomes
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subdivision, inclusive of the 50 townhomes, pool and recreational building, property/private walls; landscaped areas, parking, sidewalks are consistent with the policies and provisions of the Local Coastal Plan because the proposed land use, and density of the project is of a multi-family use, which is an allowed use pursuant to the Residential Existing (REX) land use designation identified in the Local Coastal Plan.

The proposal complies with the requirements for lot area, density, improvement and design, floodwater drainage control, public roads and improvements, water and sewer facilities, and environmental protection. A number of off-site improvements will be constructed with the project in order to improve traffic circulation in the vicinity, including the following: dedication and construction of a right-turn lane on westbound Wooley Road; a new 6-foot wide Class II bike lane on both sides of Wooley Road; modification of traffic signals at the intersection of Harbor Boulevard and Wooley Road to accommodate for the widening and installation of a crosswalk on the north leg of the intersection; dedicate right-of-way along Harbor Boulevard and Wooley Road to accommodate sidewalk improvements, ramps, curb/gutter, storm drains, and street repaving adjacent to the project site; and undergrounding utility lines along the north side of Wooley Road adjacent to the project site.

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. 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.

- f) **Circulation and Parking:** On-site circulation for Lot 1 and Lot 2 are provided by the alley between Harbor Boulevard and Canal Street. Resident parking will be provided within enclosed 2-car garages located on the first floor of each structure. For Lot 1, access will be provided from the 20-foot alley, and spaces will be designated for each unit. The parking area for Lot 2 has a driveway to Canal Street without an alley. Visitor parking will be open and uncovered on both lots. The project meets the requirements for all parking standards as listed in the following table:

PARKING STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Number of Resident Spaces §16-622	For units with 2 or more bedrooms: 2 garage spaces per unit, and assigned to a specific unit. <i>Minimum: 100</i>	100 spaces Attached Two-Car Garage per Unit	Yes
Number of Visitor Spaces §16-622	1 space per unit for the first 30 units, and 0.5 space per unit thereafter. <i>Minimum: 40</i>	42 spaces	Yes

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PARKING STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Dimensions §16-638	Standard: 20 ft. wide & 20 ft. long. Garage: 20X20 minimum	20 ft. by 20 ft.	Yes
Landscaping §16-641	Minimum of 5% of the parking area shall be landscaped.	6,994 sq.ft. parking area 3,532 sq. ft. landscaped (50%)	Yes

- g) Building Design:** The Project has been designed to incorporate architectural elements found in Modern-style architecture on all 50 townhome units. The proposed height, at three stories and 35 feet maximum, complies with the requirements of the R-3-C zone. Adjacent multi-family dwellings in the Dunes Neighborhood in the R-2-C zone are one and two stories high, and the placement of the proposed structures will not have a towering effect on adjacent residences.

The residential units incorporate elements that are consistent with the architecture of surrounding residences. Given that the residences within the Oxnard Dunes and Oxnard Shores Neighborhood represent an eclectic variety of architectural types with no single or dominant architectural style, the Modern-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates earth tone colors, aluminum windows, parapet roof design, French doors, balconies and roof decks, wood post, steel tube metal railings and fiberglass doors. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. The balconies and roof decks are consistent with the architecture of the proposed Modern-style residences and surrounding roof lines of the existing community. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.

The recreational building has been designed to be consistent with the in the Modern-style architecture theme. The recreational building has been designed to incorporate earth ton stucco finish to the exterior elevations; fiber cement siding; window trim; French doors; and a trellis. The inclusion of the above-mentioned design materials will facilitate the recreational building blending with the proposed 50 townhome units and providing a consistent design theme throughout the project site.

- h) Landscaping and Open Space:** The Coastal Zoning Ordinance requires a minimum of 25% of the lot area be provided for interior yard space (IYS - or public open space); on this project, this represents 38,732 square-feet. The project will provide 29%, which will be 43,770 square feet. The common open space includes on-site amenities such as a pool, spa, tot lot, and a recreation room. The project plans include a full-color site plan illustrating the

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interior yard areas. Private open space, in the form of a private patio and/or deck, will be provided for every unit and will vary between 423 and 588 square-feet each unit. Patio/deck areas totaling approximately 25,298 square-feet will be provided in addition to the common open space areas. A minimum of 5% of the parking lot area must be landscaped (not included in the IYS area calculation) and the project proposes to landscape approximately 50% of the designated parking area.

- i) ***Coastal Development Permit Request:*** The proposed use is consistent with R-3-C zoning as defined in the Coastal Zoning Ordinance, as well as the policies and objectives of Coastal Land Use Plan. The project will not impair the integrity and character of the zone or general area, and will be compatible with existing and future land uses in the vicinity. The project site is physically suitable for the proposed development, and adequate public services are available to serve the project. Approval of this project will result in a lower density for the subject area than was originally agreed upon within the Settlement Agreement.
- j) ***Coastal Variance Request:*** Pursuant to OMC Section 17-14(D)(5) [front yard setback], the required front yard setback is 20 feet and 15 feet if all vehicle access is provided off of an alley. Pursuant to OMC Section 16-10(A)(48), the front lot line is defined as the line dividing a lot or parcel from an officially designated street. Subsequently, the rear lot line is defined by OMC Section 16-10(A)(104) as the lot line most nearly parallel to the front lot line and dividing the lot from an alley or adjoining lot. The Applicant is requesting a variance to be able to construct property walls and townhome units within the required front yard setback of a project site that has an entitlement for 70 units, and a variance to locate structures and property walls within the required front yard setback.

The subject site has a number of special circumstances justifying a variance. Based on the definition provided in OMC Sections 16-10(A)(48), Lot 1 has three front property lines since it fronts three designated streets, which are Harbor Boulevard; Wooley Road; and Canal Street. Lot 2 has two front property lines, since it fronts both Canal Street and Wooley Road. Additionally, the eastern property line for Lot 2 is adjacent to Edison Canal which buffers the Project site from the agriculture farmland located further east, and where there is no foreseeable development planned in the future. According to OMC Section 16-10(A)(104), both Lot 1 and Lot 2 lack a rear property line because none of the remaining property lines are most parallel to any of the remaining front lot lines. The majority of the lots found in the vicinity under the identical subzone have traditional lots that contain a single front and rear property line, and two side yards. A substantial number of properties located on corner lots in the same vicinity and under the identical subzone to the Project site have existing structures encroaching within the required setback similar to the request being made by the Applicant.

The Project site has another special circumstance justifying a variance because the site is an existing vacant and irregular sized lot that is currently bisected by Canal Street. Canal Street is currently a receptor street used to gain access to residences in the Oxnard Dunes neighborhood off of Wooley Road. The portion of Canal Street that bisects the existing

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Project site is within the legal parcel and is a dedicated easement for access. The total area of the easement is 9,012 square feet, which would have facilitated the Project as proposed without the approval of a variance. Additionally, the Project is dedicating approximately 8,704 square feet of property along Wooley Road for road and pedestrian improvements, which would otherwise have facilitated the Project conforming to the required front yard setback.

Another special circumstance that the Project site has is that it is a receiving area of a Settlement Agreement between the property owner, the City and the State of California. The Settlement Agreement approved a transfer of development rights from 22 beachfront parcels (the sending area) to the subject property (the receiving area). Additionally, the Settlement Agreement transferred ownership of numerous beachfront parcels to the State of California (acting through the State Lands Commission and California Coastal Commission), avoided potentially significant environmental impacts that may have otherwise resulted from future development, preserved coastal resources and recreation areas, and formally established several public access areas. The Project proposes to reduce the number of units from 70 to 50 and seeks approval of a variance to site structures within the required front yard setback similar to the 70 unit entitled project and existing residential units found in the vicinity and under the identical subzone.

k) *In-Lieu Affordable Housing Fee:* The City Council approved Pre-Application No. 09-600-1 on April 21, 2009, authorizing the developer to submit an affordable housing payment in lieu of providing affordable units within the proposed project. The developer has been pursuing development of the property as permitted under the previous approval. As such, the City Council will consider if the developer will be allowed to submit an affordable housing payment in lieu of providing affordable units within the current proposed Project.

7) Development Advisory Committee (DAC): DAC reviewed the Project on April 26, 2017 and June 14, 2017. Recommendations of the DAC are reflected in the design of the Project and as proposed conditions of approval in the attached resolutions.

8) Community Workshop and Public Input: On July 6, 2017, the Applicant mailed notices of the Community Workshop meeting to all 1,772 property owners within the Oxnard Dunes and Oxnard Shores neighborhoods. Two signs were posted on the site ten days prior to the Community Workshop. The Community Workshop was conducted on July 17, 2017. Approximately seventeen members of the public attended the meeting to learn about the project, most of whom were residents of the Oxnard Dunes or Oxnard Shores neighborhoods. The Applicant responded to concerns regarding Wooley Road improvements prior to the beginning of construction; utility undergrounding; traffic and dedicated left turn on Canal Street; bike path; homeowner's association; available floor plans and selling price; width of alley road. The Applicant briefly summarized the project and reminded the public that the project was reducing the number of units 70 to 50 corresponding to the entitled project and that vehicle trips for the Project would be reduced but that all improvements required from the previous project would be

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required to be implemented on the current Project.

- 9) Appeal Procedure:** According to Coastal Commission staff, based on the *Post-LCP Permit and Appeal Jurisdiction Map No. 131 (Oxnard Quadrangle)* adopted on November 20, 1985, a portion of the project site might be within the permit/appeal jurisdiction of the California Coastal Commission. If this is the case, the project may be appealed to the Coastal Commission, and the Coastal Commission also has the discretion to require that the developer obtain a coastal permit prior to construction. The Coastal Commission staff is working diligently to make a determination.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Resolutions

Prepared by: _____
IF

Approved by: _____
KM

ANACAPA - OXNARD, CA



SHEET INDEX

ARCHITECTURE

A1.0	CONCEPTUAL SITE PLAN
A2.0.0	PLAN 1 - ENHANCED ELEVATIONS/ PERSPECTIVES
A2.0.1	PLAN 1 - STANDARD ELEVATIONS/ PERSPECTIVES
A2.1.0	PLAN 2 - ENHANCED ELEVATIONS/ PERSPECTIVES
A2.1.1	PLAN 2 - STANDARD ELEVATIONS/ PERSPECTIVES
A2.2.0	PLAN 3 - ENHANCED ELEVATIONS/ PERSPECTIVES
A2.2.1	PLAN 3 - STANDARD ELEVATIONS/ PERSPECTIVES
A2.3	REC CENTER - ELEVATIONS
A2.4	REC CENTER - PERSPECTIVES
A2.5	PERSPECTIVE VIEWS
A2.6	PERSPECTIVE VIEWS
A2.7	PERSPECTIVE VIEWS
A2.8	STREET ELEVATIONS - WOOLEY ROAD
A2.9	STREET ELEVATIONS - HARBOR BLVD / CANAL ST
A2.10	STREET ELEVATIONS - ALLEY
A3.0	FLOOR PLAN 1
A3.1	FLOOR PLAN 2
A3.2	FLOOR PLAN 3
A3.3	REC CENTER FLOOR PLAN

LANDSCAPE

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CIVIL

SHEET 1 OF 5
SHEET 2 OF 5
SHEET 3 OF 5
SHEET 4 OF 5
SHEET 5 OF 5

PRELIMINARY LANDSCAPE PLAN

PRELIMINARY GRADING PLAN
TENTATIVE TRACT MAP
TENTATIVE TRACT MAP
SITE CROSS SECTIONS
INTERIOR YARD & OPEN SPACE

ANACAPA



Planet Home Living
1451 Quail St., Suite 204
Newport Beach, CA 92660
949-208-7248

Address:
5001 West Wooley Road
Oxnard, CA
93035

Applicant:
Patric Lynam,
Planet Home Living

OXNARD, CA

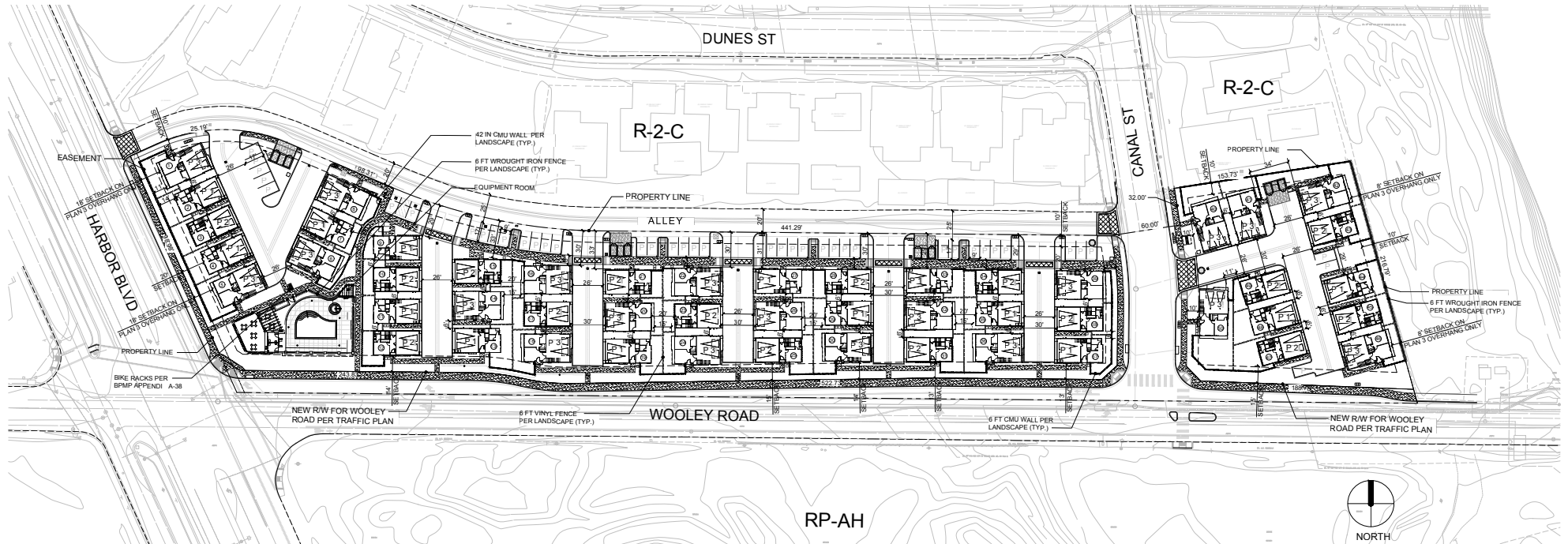
KTGT # 2015-0674

05.31.2017 DAC SUBMITTAL
07.19.2017 RE-SUBMITTAL
08.28.2017 RE-SUBMITTAL

PLOT DATE 2017-08-25

KTGY Group, Inc.
Architecture+Planning
17911 Von Karman Ave
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com





Building Heights:

Unit #	Plan Type	Adjacent Street	Curb Elevation (ft)	FF (ft)	FF to Top of Bldg Height (ft)	Avg Curb to Top of Bldg Height (ft)
1	P3	Harbor Blvd	12.01	12.01	11.25	11.92
2	P3	Harbor Blvd	12.01	12.01	12.25	11.91
3	P3	Harbor Blvd	12.01	12.01	12.25	11.91
4	P3	Harbor Blvd	12.01	12.01	12.25	11.91
5	P3	Harbor Blvd	12.01	12.01	12.25	11.91
6	P3	Harbor Blvd	12.01	12.01	12.25	11.91
7	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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12	P3	Harbor Blvd	12.01	12.01	12.25	11.91
13	P3	Harbor Blvd	12.01	12.01	12.25	11.91
14	P3	Harbor Blvd	12.01	12.01	12.25	11.91
15	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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17	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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21	P3	Harbor Blvd	12.01	12.01	12.25	11.91
22	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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44	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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46	P3	Harbor Blvd	12.01	12.01	12.25	11.91
47	P3	Harbor Blvd	12.01	12.01	12.25	11.91
48	P3	Harbor Blvd	12.01	12.01	12.25	11.91
49	P3	Harbor Blvd	12.01	12.01	12.25	11.91
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50	P3	Harbor Blvd	12.01	12.01	12.25	11.91

Site Summary:

Gross Acres: 3.96 acres

(172,497.6 s . t.)

Net Acres: 3.42 acres

(148,975.2 s . t.)

Units:

14 - Plan 1

16 - Plan 2

20 - Plan 3

50 - Total units

Gross Density: 12.6 du/ac

Net Density: 14.6 du/ac

Parking Summary:

100 - Garage spaces

42 - Guest spaces

142 - Total spaces (2.8 sp/unit)

Bike Parking per BMP Appendix A-38

P1 = 3 bedroom x 14 = 42

P2 = 3 bedroom + bonus/bed 4 x 16 = 64

P3 = 3 bedroom + bonus/bed 4 x 20 = 64

(total required) 170 x .05 = 8.9

(10) - bike parking provided

Zoning: R-3- Coastal zone

Density: Max 18 du/ac (gross)

Max Height: 35' and 3-stories

Front Set ack: 15' (i access is o alley)

Side Set ack: 10'

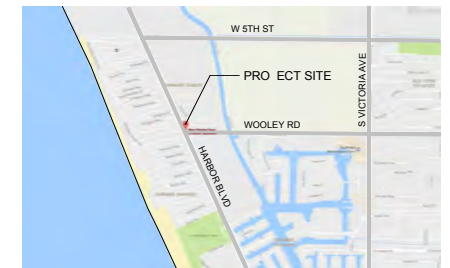
Rear Set ack: 25'

Resident Parking: 2 sp/unit (covered)

Guest: 1 sp/unit or first 30 units and 0.5 sp/unit or

each unit thereafter

Vicinity Map: NTS



ANACAPA



Planet Home Living
1451 Quail St., Suite 204
Newport Beach, CA 92660
949-208-7248

Address:
5001 West Wooley Road
Oxnard, CA
93035

Applicant:
Patric Lynam,
Planet Home Living

CONCEPTUAL SITE PLAN

OXNARD, CA

KTG # 2015-0674

05.31.2017 DAC SUBMITTAL
07.19.2017 RE-SUBMITTAL
08.28.2017 RE-SUBMITTAL

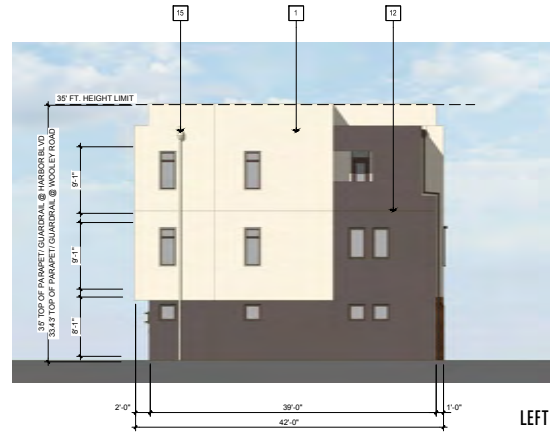
PLOT DATE 2017-08-25

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PERSPECTIVE 1



LEFT



REAR

MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. STEEL TUBE METAL RAILING
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. WOOD POST
11. WINDOW TRIM
12. SCREED LINES
13. SLIDING GLASS DOOR
14. FRENCH DOOR
15. GUTTER / DOWNSPOUT

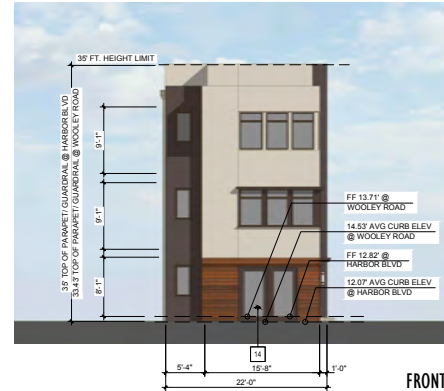
*REFER TO COLOR BOARD SCHEME 1 FOR
COLORS, FIXTURES, AND MATERIALS SPEC



PERSPECTIVE 2



RIGHT



FRONT

ANACAPA



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Newport Beach, CA 92660
949-208-7248

Address:
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Oxnard, CA
93035

Applicant:
Patric Lynam,
Planet Home Living

PLAN I ENHANCED ELEVATIONS & PERSPECTIVES

OXNARD, CA

KTGY # 2015-0674

05.31.2017 DAC SUBMITTAL
07.19.2017 RE-SUBMITTAL
08.28.2017 RE-SUBMITTAL

PLOT DATE 2017-08-25

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

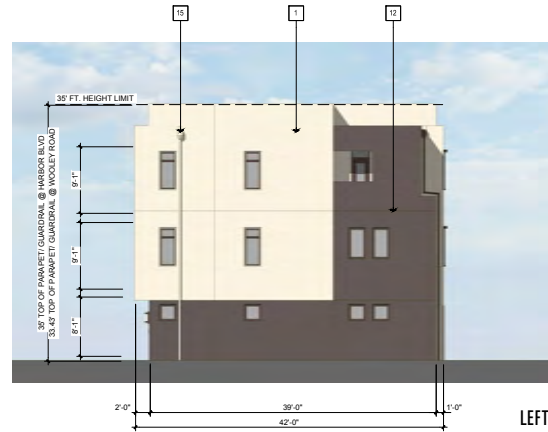
A2.0.0

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PERSPECTIVE 1



LEFT



REAR

MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. STEEL TUBE METAL RAILING
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. WOOD POST
11. WINDOW TRIM
12. SCREED LINES
13. SLIDING GLASS DOOR
14. FRENCH DOOR
15. GUTTER / DOWNSPOUT

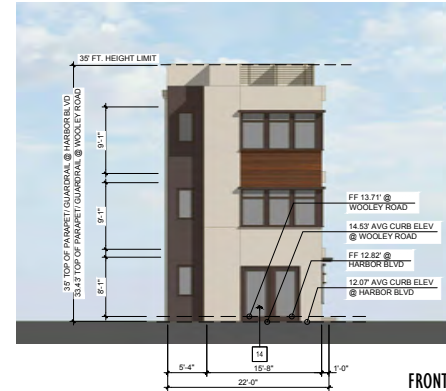
*REFER TO COLOR BOARD SCHEME 1 FOR
COLORS, FIXTURES, AND MATERIALS SPEC



PERSPECTIVE 2



RIGHT



FRONT

ANACAPA



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Newport Beach, CA 92660
949-208-7248

Address:
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Oxnard, CA
93035

Applicant:
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Planet Home Living

PLAN I STANDARD ELEVATIONS & PERSPECTIVES

OXNARD, CA

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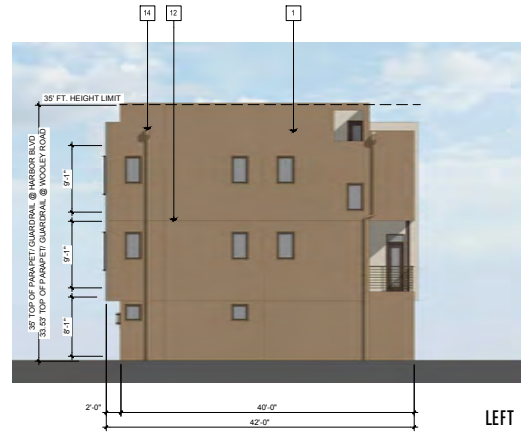


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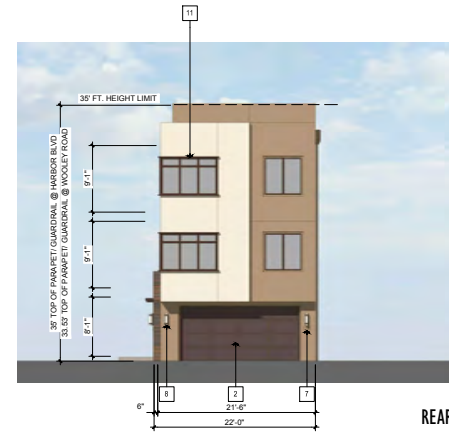
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PERSPECTIVE 1



LEFT



REAR

MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. STEEL TUBE METAL RAILING
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. WOOD POST
11. WINDOW TRIM
12. SCREED LINES
13. FRENCH DOOR
14. GUTTER / DOWNSPOUT

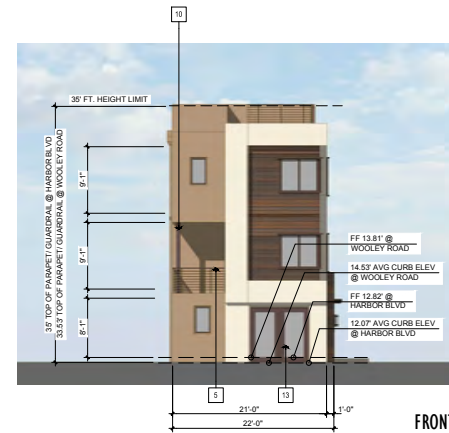
*REFER TO COLOR BOARD SCHEME 2 FOR COLORS, FIXTURES, AND MATERIALS SPEC



PERSPECTIVE 2



RIGHT



FRONT

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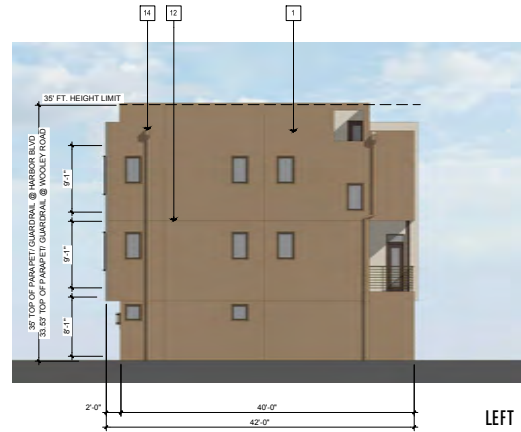
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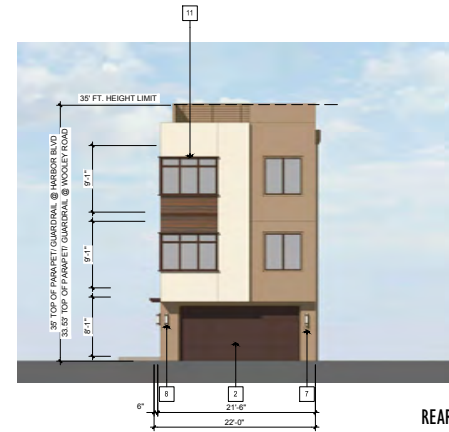
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PERSPECTIVE 1



LEFT



REAR

MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. STEEL TUBE METAL RAILING
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. WOOD POST
11. WINDOW TRIM
12. SCREED LINES
13. FRENCH DOOR
14. GUTTER / DOWNSPOUT

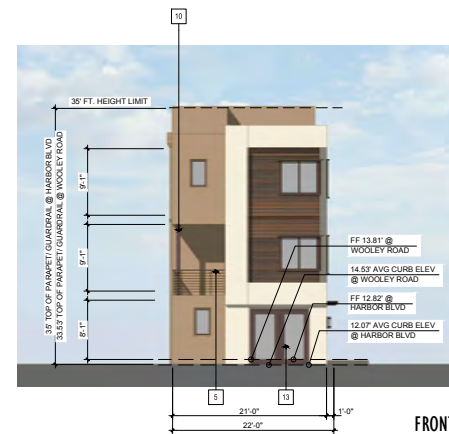
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PERSPECTIVE 2



RIGHT



FRONT

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PLAN 2 STANDARD ELEVATIONS & PERSPECTIVES

OXNARD, CA

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0 4' 8' 16'
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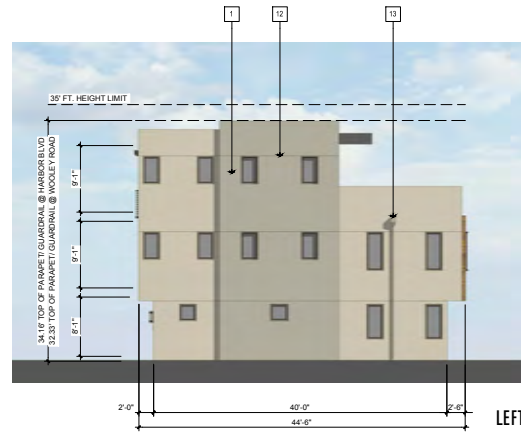
A2.1.i



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PERSPECTIVE 1



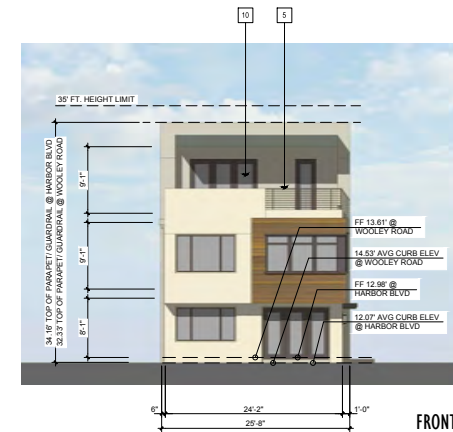
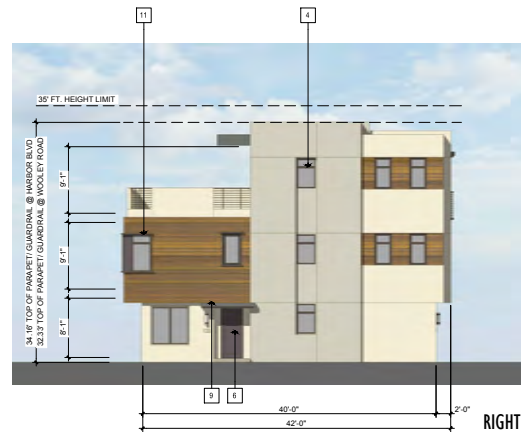
MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. STEEL TUBE METAL RAILING
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. FOLDING DOORS
11. WINDOW TRIM
12. SCREENED LINES
13. GUTTER / DOWNSPOUT

*REFER TO COLOR BOARD SCHEME 3 FOR COLORS, FIXTURES, AND MATERIALS SPEC



PERSPECTIVE 2



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PLAN 3 ENHANCED ELEVATIONS & PERSPECTIVES

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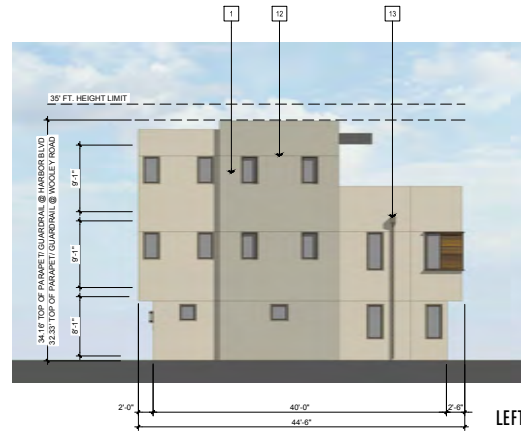


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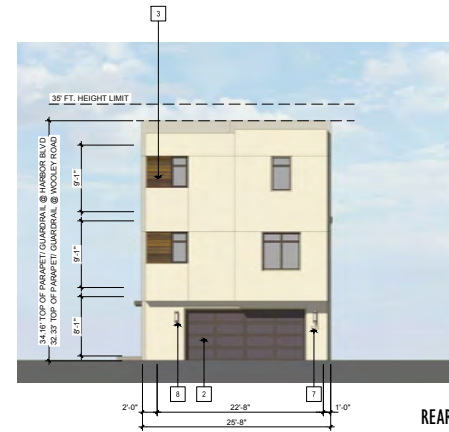
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PERSPECTIVE 1



LEFT



REAR

MATERIAL LEGEND

1. STUCCO, LIGHT SAND FINISH
2. SECTIONAL METAL GARAGE DOOR
3. FIBER CEMENT SIDING
4. ALUMINUM WINDOWS
5. FRENCH DOORS
6. FIBERGLASS ENTRY DOOR
7. ILLUMINATED ADDRESS SIGN
8. DECORATIVE LIGHTING
9. AWNING
10. FOLDING DOORS
11. WINDOW TRIM
12. SCREENED LINES
13. GUTTER / DOWNSPOUT
14. FRENCH DOORS

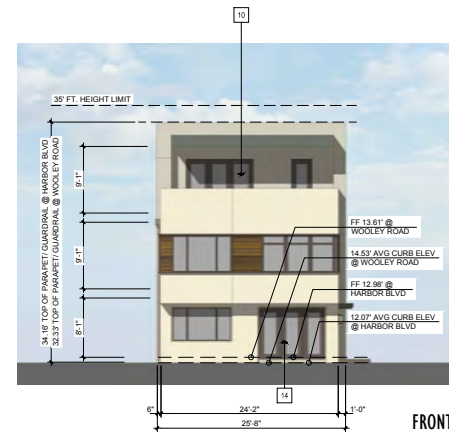
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PERSPECTIVE 2



RIGHT



FRONT

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PLAN 3 STANDARD ELEVATIONS & PERSPECTIVES

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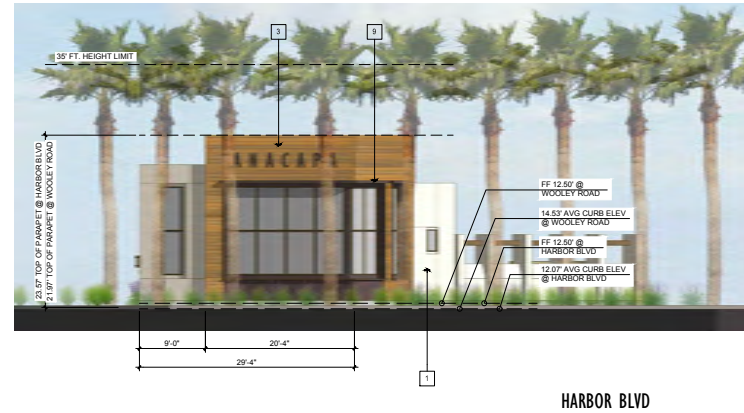
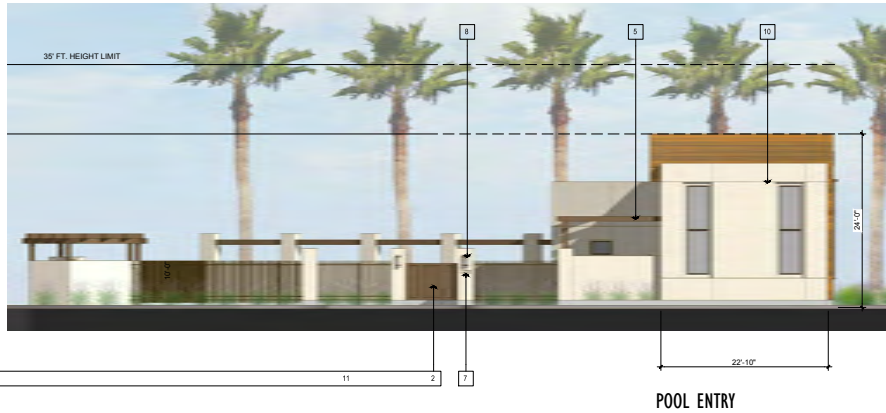
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0 4' 8' 16'
SCALE: 1/8" = 1'-0"

A2.2.1



- MATERIAL LEGEND**
1. STUCCO, LIGHT SAND FINISH
 2. GATE
 3. FIBER CEMENT SIDING
 4. VINYL WINDOWS
 5. TRELLIS
 6. FRENCH DOOR
 7. ILLUMINATED ADDRESS SIGN
 8. DECORATIVE LIGHTING
 9. WINDOW TRIM
 10. SCREED LINES
 11. TUBULAR STEEL FENCE PER LANDSCAPE

*REFER TO COLOR BOARD SCHEME 4
COLORS, FIXTURES, AND MATERIALS SPEC



A N A C A P A



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REC CENTER - CONCEPTUAL ELEVATIONS

OXNARD, CA

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0 4' 8' 16'
SCALE: 1/8" = 1'-0"

A2.3



HARBOR BLVD & WOOLEY ROAD PERSPECTIVE



INTERIOR POOL COURTYARD

A N A C A P A



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REC CENTER - CONCEPTUAL PERSPECTIVES

A2.4

O X N A R D , C A

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WOOLEY ROAD FRONT ELEVATION



WEST VIEW @ WOOLEY ROAD



EAST VIEW @ WOOLEY ROAD

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PERSPECTIVE VIEWS I

OXNARD, CA

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A2.5



AERIAL VIEW 1



AERIAL VIEW 2

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PERSPECTIVE VIEWS 2

OXNARD, CA

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A2.6



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CORNER OF WOOLEY ROAD AND CANAL STREET



WOOLEY ROAD PERSPECTIVE



WOOLEY ROAD



DRIVE AISLE VIEW

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PERSPECTIVE VIEWS 3

OXNARD, CA

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A2.7



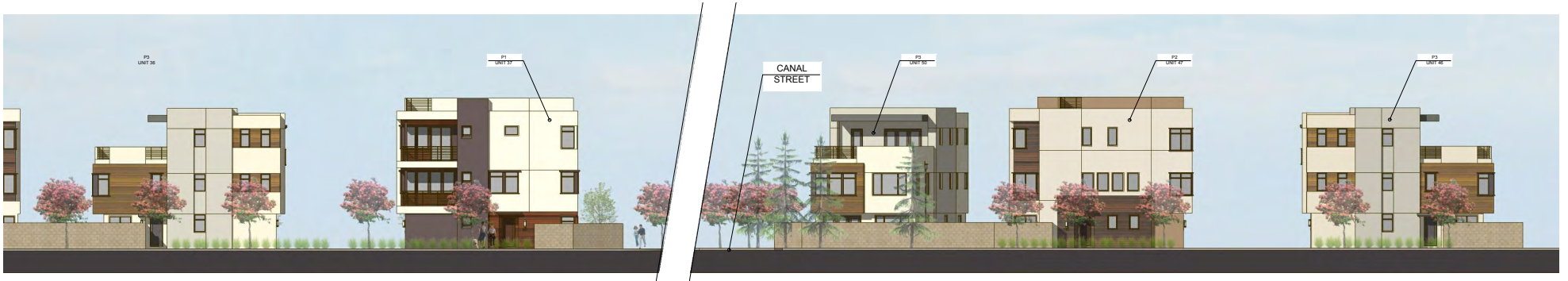
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WOOLEY ROAD



WOOLEY ROAD



WOOLEY ROAD

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STREET ELEVATIONS

OXNARD, CA

KTGY # 2015-0674

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0 16' 32' 64'
SCALE: 3/32" = 1'-0"

A2.8



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HARBOR BOULEVARD



CANAL STREET



CANAL STREET

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STREET ELEVATIONS

OXNARD, CA

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0 16' 32' 64'
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A2.9

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ALLEY



ALLEY



ALLEY

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STREET ELEVATIONS

OXNARD, CA

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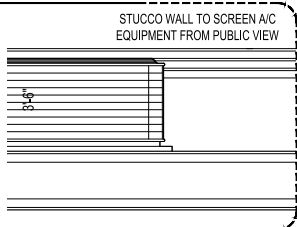
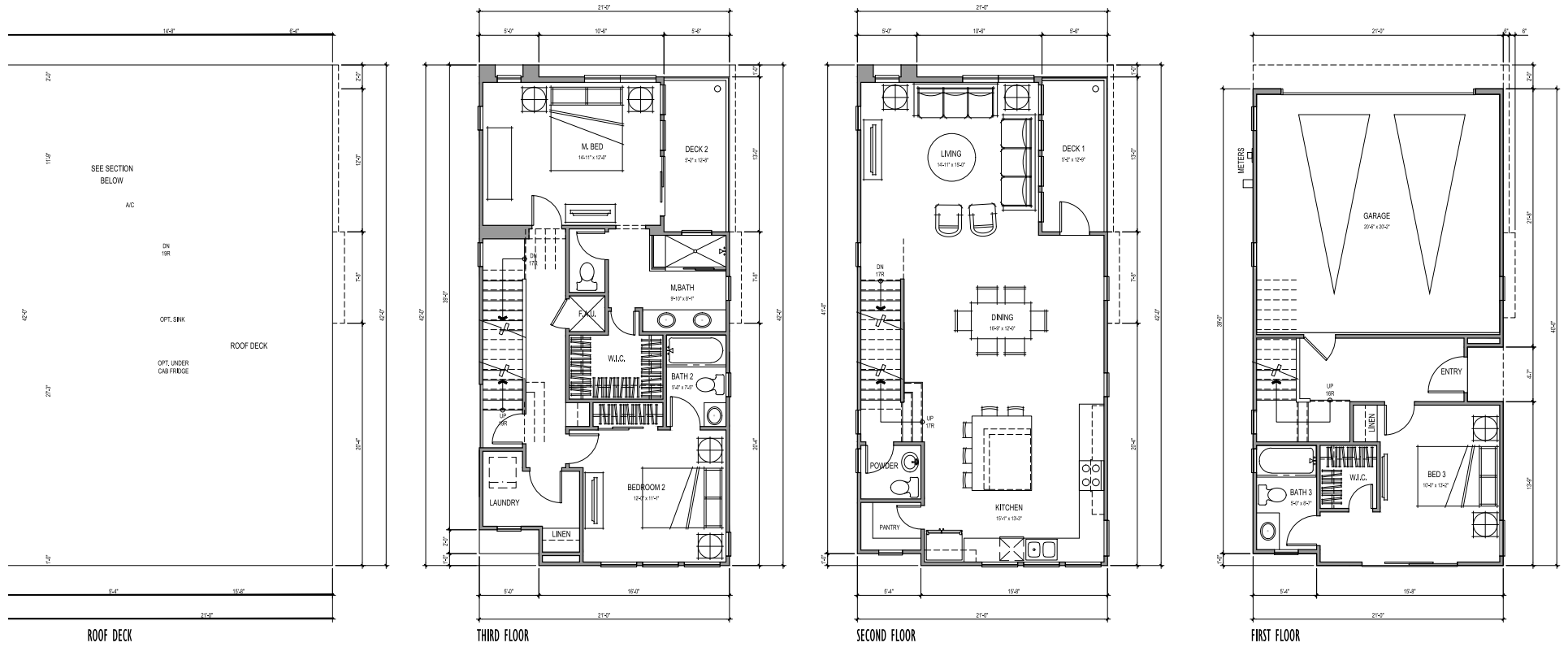
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0 16' 32' 64'
SCALE: 3/32" = 1'-0"

A2.10



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SECTION

SCALE: 1/2" = 1'-0"



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GROSS SF	
1ST FLOOR	401 SQ. FT.
2ND FLOOR	784 SQ. FT.
3RD FLOOR	707 SQ. FT.
TOTAL LIVING	1893 SQ. FT.
GARAGE	433 SQ. FT.
DECK 1	71 SQ. FT.
DECK 2	72 SQ. FT.
ROOF DECK	575 SQ. FT.

FLOOR PLAN I

OXNARD, CA

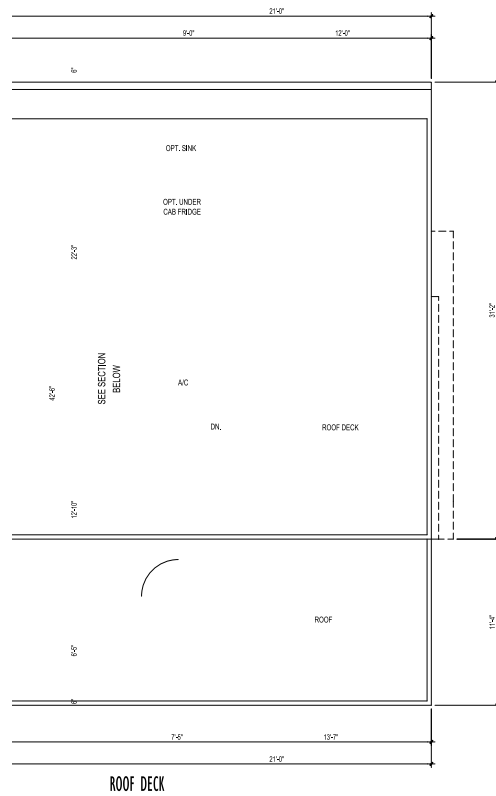
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GROSS SF	
1ST FLOOR	400 SQ. FT.
2ND FLOOR	819 SQ. FT.
3RD FLOOR	817 SQ. FT.
TOTAL LIVING	2037 SQ. FT.
GARAGE	430 SQ. FT.
DECK	45 SQ. FT.
ROOF DECL	588 SQ. FT.

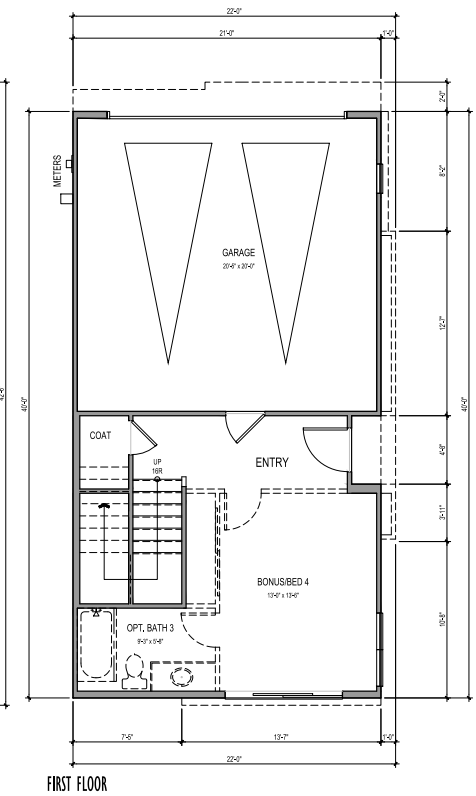
FLOOR PLAN 2

OXNARD, CA

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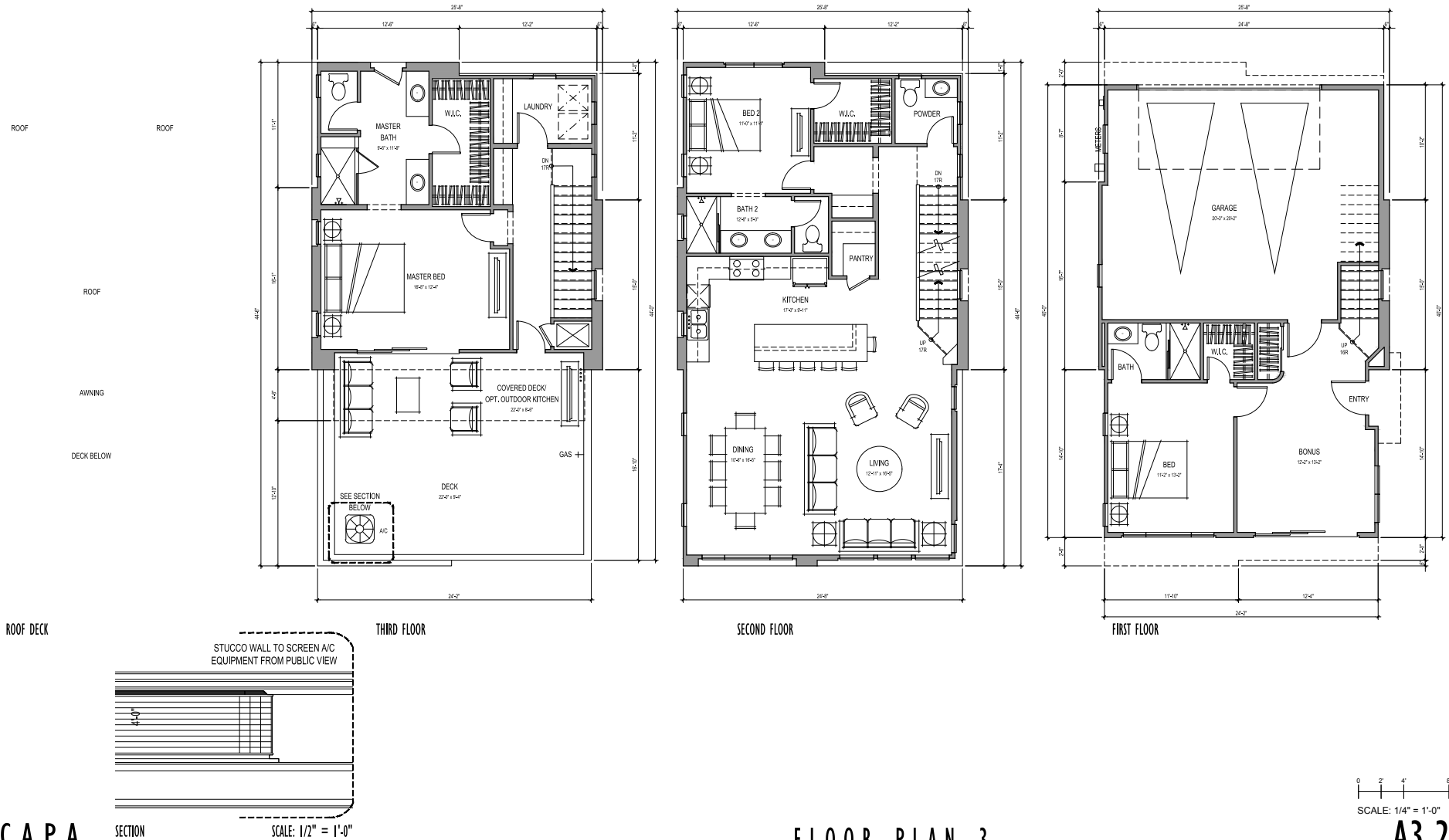
0 2' 4' 8'

SCALE: $\frac{1}{4}'' = 1'-0''$

A3.1



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GROSS SF	
1ST FLOOR	500 SQ. FT.
2ND FLOOR	1070 SQ. FT.
3RD FLOOR	364 SQ. FT.
TOTAL LIVING	2134 SQ. FT.
GARAGE	481 SQ. FT.
DECK	423 SQ. FT.

FLOOR PLAN 3

OXNARD, CA

KITG # 2015-0674

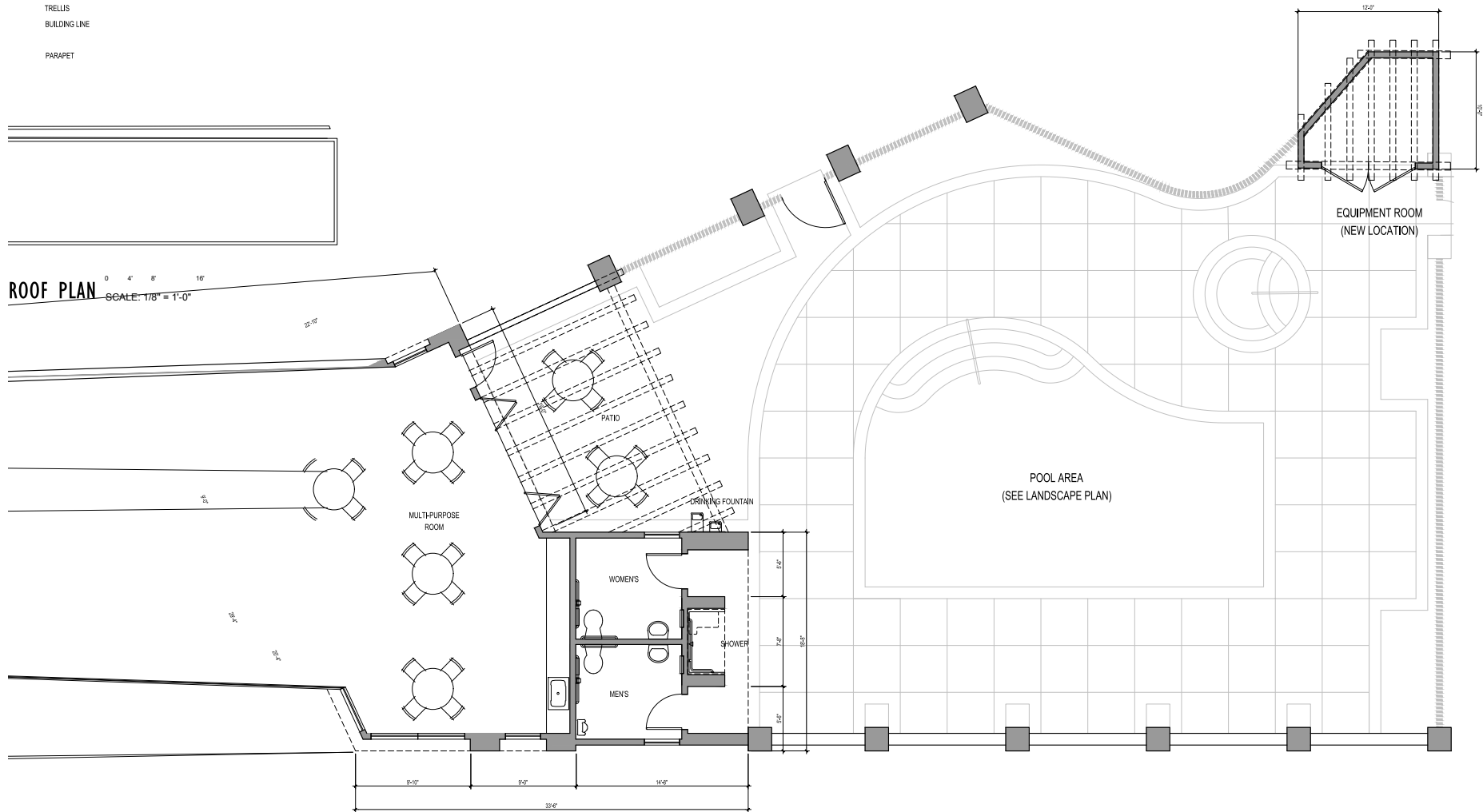
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TRELLIS
BUILDING LINE
PARAPET



A N A C A P A



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GROSS SF	
MULTI-PURPOSE RM	685 SQ. FT.
TOILETS & SHOWER	267 SQ. FT.
EQUIPMENT RM	99 SQ. FT.

CONCEPTUAL REC CENTER FLOOR PLAN

OXNARD, CA

KTGY # 2015-0674

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POOL AREA - ENLARGEMENT

SCALE: 1/16" = 1'-0"

FENCE/WALL LEGEND

- 806X16" BURNISHED CMU ANACAPA
 42IN HIGH CMU SPLIT FACE WALL, COLOR TBD
 6FT HIGH BOARD ON BOARD FENCE
 6FT HIGH TUBULAR STEEL FENCE
 16IN SQ CMU SPLIT FACE WITH BURNISHED CMU ACCENT PILASTER
 SIDE YARD WOOD GATE TYP.

A ENTRY MONUMENT
 SCALE: NTS

ELEVATION

WATER CONSERVATION STATEMENT
 FINAL CONSTRUCTION DOCUMENTS AND IRRIGATION DESIGN SHALL COMPLY WITH STATE AND CITY WATER CONSERVATION REQUIREMENTS INCLUDING SUPPORTING WATER USE AND BUDGET CALCULATIONS.

REFERENCE NOTE SCHEDULE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	CONCRETE PAVING	11	TUBULAR STEEL FENCE
2	CONCRETE PAVERS	12	POOL AREA
3	PRIVATE LANDSCAPE	13	ENHANCED PAVING WITH CONCRETE BAND
4	COMMON AREA LANDSCAPE	14	PRIVACY HEDGE
5	PERIMETER BLOCK WALL	15	TRASH ENCLOSURE - SEE NOTE BELOW
6	VINYL FENCE	16	ENTRY MONUMENT - SEE ELEVATION X BELOW
7	INTERIOR BLOCK WALL	17	BIKE RACK - (10 PROVIDED REQUIRED)
8	BUILDING DRIVEWAY	18	P1 = 3 bedrooms x 14' = 42'
9	A.C. PAVING	19	P2 = 3 bedrooms + bonus bed 4 x 16' = 64'
10	RESIDENT PARKING	20	P3 = 3 bedrooms + bonus bed 4 x 20' = 80'
		21	170's, 60' x 15' 6"
		22	TYPICAL 12X18" VINE POCKET
		23	WALL FRONTING HARBOR/WOOLEY/CANAL SHALL RECEIVE VINES IN ADDITION TO FOUNDATION PLANTING

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY	WUCOLS
1	ARAUCARIA HETEROPHYLLA / NORFOLK ISLAND PINE	36"BOX	1	M
2	MELALEUCA QUINQUENRIVIA / CAJUPUT TREE MULTI-TRUNK	24"BOX	1	L
3	METROSIDEROS EXCELSA / NEW ZEALAND CHRISTMAS TREE	24"BOX	1	M
4	RHAPHIOLEPS INDICA 'MAJESTIC BEAUTY' TM / MAJESTIC BEAUTY INDIAN HAWTHORNE STANDARD	24"BOX	1	M
5	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	24"BOX	1	L

NOTE:
 TREES SHALL BE ON SEPARATE BUBBLER WATERING SYSTEM

PRELIMINARY SHRUB/GROUND COVER LEGEND

BOTANICAL NAME / COMMON NAME
AGAVE AMERICANA 'MARGINATA' / VARIEGATED CENTURY PLANT
AGAVE ATTENUATA 'BOUTIN BLUE' / BOUTIN BLUE AGAVE
ALOE ARBORESCENS / TREE ALOE
ALOE MACULATA / SOAP ALOE
ALOE RUDICOPPE / LITTLE RED RIDING HOOD ALOE
BULBINE FRUTESCENS / STALKED BULBINE
CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF WEEPING BOTTLEBRUSH
CAREX DIVULSA / BERKELEY SEDGE
DIANELLA REVOLUTA 'BABY BLISS' / BABY FLAX
DIANELLA REVOLUTA 'BIG REV' / DIANELLA
DIANELLA REVOLUTA 'LITTLE REV' / LITTLE REV FLAX LILY
JUNIPERUS CHINENSIS 'TORULOSA' / HOLLYWOOD JUNIPER
LOMANDRA LONGIFOLIA 'BREEZE' / DWARF MAT RUSH
LOMANDRA LONGIFOLIA 'KATRINUS DELUXE' / MAT RUSH
MUEHLBERGIA RIGENS / DEER GRASS
SENECIO MANDRALISCAE 'BLUE CHALK STICKS' / SENECIO
ELAEAGNUS PUNGENS / SILVERBERRY

NOTE:
 ALL SHRUBS ARE IN THE WUCOLS 'LOW' WATER USE CATEGORY

TYPICAL TRASH ENCLOSURE

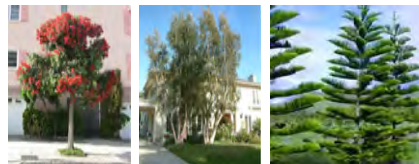
ENCL. MATERIAL: ANGELUS SPLIT FACE CMU - STACKED PATTERN WITH BURNISHED CMU ACCENT BAND.
 COLOR: SLATE.
 ROOF: 1-1/2" X 2-2 GA. VERO 36 / HSB - 36 GALV. OVER 4" X 6" CROSS STEEL "I" BEAM AND 4" X 4" X 1/4" HSS STEEL POST AT CORNERS.
 GATES: 6'-0" H. PR. OF PAINTED CORRUGATED MTL. GATE, HR 36 (TM), 22 GA.
 LANDSCAPE VINES SHALL BE PROVIDED TO PREVENT GRAFFITI

REPRESENTATIVE TREES



Washingtonia robusta

Rhaphiolepis Majestic Beauty



Metrosideros excelsa

Melaleuca quinquenervia

Araucaria heterophylla

REPRESENTATIVE SHRUBS



Lomandra l. Breeze

Agave attenuata

Dianella Baby Bliss

Lomandra Katrinus Deluxe

Senecio mandraliscae

Carex pansa

Agave americana Marginata

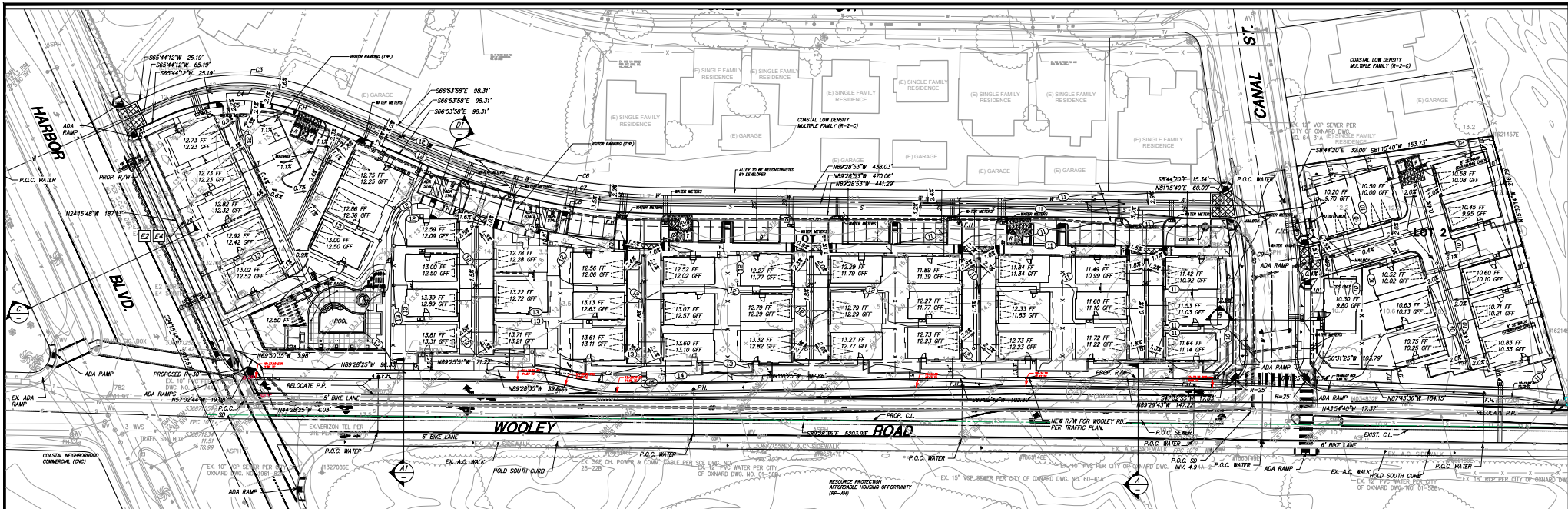
Aloe maculata

ANACAPA - OXNARD / PRELIMINARY LANDSCAPE PLAN

PLANET HOME LIVING
 06/27/2017



BGB | DESIGN GROUP
 Landscape Architecture Planning Urban Design
 3185 C Airway Avenue Costa Mesa, CA 92626
 P: 714-545-2898 F: 714-545-2878 bgb-inc.com

**BENCHMARK**

VENTURA COUNTY BENCHMARK NO. 100-9

ELEVATION 14.30'
NAVD 88
IN THE CITY OF OJAI, AT THE SOUTHEASTLY CORNER OF THE INTERSECTION OF HARBOR BOULEVARD AND WEST FIFTH STREET, A CONCRETE CORE, STAMPED "100-9 1888" 116 FEET SOUTHEASTLY FROM THE CENTER OF WEST FIFTH STREET, 78 FEET EASTERLY FROM THE CENTER OF HARBOR BOULEVARD, 6.5 FEET NORTHERLY FROM POWER POLE NUMBER 1207025, 1 FOOT WESTERLY FROM AN IRON GUARD POST.

TOPOGRAPHIC REFERENCE

CNC AERIAL MAPPING
DATE: 8-14-2003

EASEMENT SCHEDULE

PER LAND AMERICA LAWYERS TITLE REPORT #J0310129-28
DATE: APRIL 9, 2003
[E] [E] PUBLIC UTILITIES AND POLE EASEMENT TO SOUTHERN CALIFORNIA Edison COMPANY PER 2508 OF 9 BUILDING HEIGHT RESTRICTION (20') ON 14' INDE STRIP PER 2508 OF 9

BASIS OF BEARINGS:

THE BEARINGS ON THIS MAP ARE GRID, BASED ON THE ABOVE LDP PROJECTION DEFINITION (USING TIES TO LOCAL CORPS/CDPS STATIONS) - RESULTING IN A BEARING OF NORTH 00° 30' 20" EAST FOR THE CENTERLINE OF ROSE AVENUE (FROM EASTMAN AVENUE TO CANINO DEL SOL).

PRELIMINARY EARTHWORK:

CUT: 4728 CU. YDS. EXPORT: PER SOILS REPORT
FILL: 675 CU. YDS. IMPORT: PER SOILS REPORT

UTILITIES

WATER/SEWER: GAS: SOUTHERN CALIF. GAS CO.
CITY OF OJAI: 130 S. PATTERSON AVE.
305 W. THIRD OJAI, CA 93030 SANTA BARBARA, CA 93111
ELECTRIC: TELERANGE: CABLE: TIME WARNER CABLE
EDISON INTERNATIONAL 1000 TELEGRAPH RD. 2459 PALMA DR. 721 MULEHANT AVE.
VENTURA, CA 93024 VENTURA, CA 93003 OJAI, CA 93033

Curve Table (This sheet only)

Curve #	L	R	I	T
C2	43.85'	180.19'	1396'40"	22.04'
C3	132.27'	160.00'	4721'50"	70.18'
C4	124.00'	150.00'	4721'50"	65.79'
C5	115.73'	140.00'	4721'50"	61.40'
C6	177.36'	450.00'	2234'30"	86.85'
C7	181.30'	460.00'	2234'30"	91.84'
C8	185.24'	470.00'	2234'30"	93.84'
C9	48.50'	300.00'	915'45"	24.30'
C10	43.65'	270.00'	915'45"	21.87'
C11	53.35'	330.00'	915'45"	26.73'

LEGEND

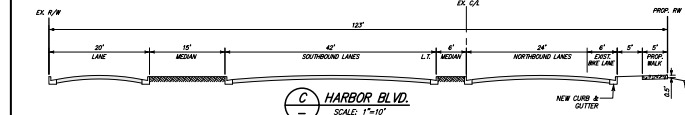
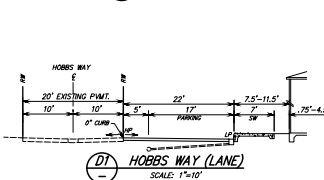
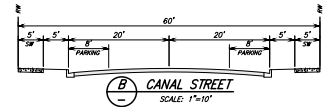
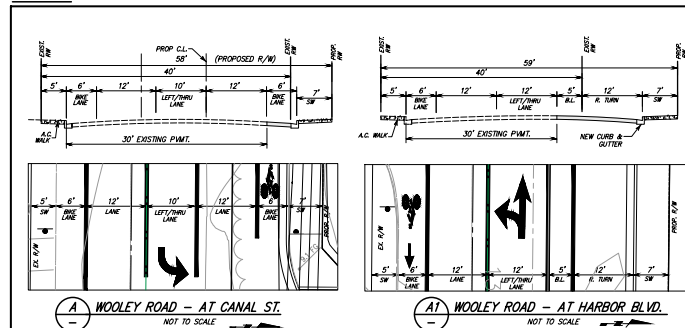
PROPOSED	EXISTING
20 LOT NUMBER	STORM DRAIN
CONTOUR ELEV.	WATER
STORM DRAIN	SEWER
CATCH BASIN	GAS
SURFACE DRAIN	TELEPHONE
WATER	OVERHEAD ELEC.
SEWER	EXISTING FENCE
TOP OF SLOPE	WATER VALVE
TOE OF SLOPE	FIRE HYDRANT
FLOWLINE	STREET LIGHT
EASEMENT LINE	CONTOUR LINE
CONTOUR LINE	STREET SIGN
DAYLIGHT LINE	ABBREVIATIONS
RETAINING WALL	FM FIRE DEPARTMENT CONNECTION
FIRE HYDRANT	FS FINISH SURFACE
STREET LIGHT	FS FINISH GRADE
100 YEAR FLOOD LIMITS	FS FINISH FLOOR
	GV INVERT
	TO TOP OF GRATE
	SW SIDEWALK
	EXISTING
	FL FLOW LINE
	PL PLANTER AREA
	PVT PRIVATE

LAND USE DATA

TOTAL PROJECT AREA: 3.96 AC.
RESIDENTIAL TOWNHOUSE UNITS: 50 UNITS
PROJECT DENSITY: 50/3.96 AC. 12.62 D.U. / AC.
WOOLLEY ROAD DEDICATION: < 0.36 AC. >
CANAL STREET DEDICATION: < 0.15 AC. >
A. AREA - LOT 1 (93 UNITS): 2.69 AC.
LOT 2 (8 UNITS): 0.72 AC.
TOTAL NET AREA (101 UNITS): 3.41 AC.
B. AREA DATA
BLDG. COVERAGE: 48,908.6 S.F. = 28 % OF SITE
LANDSCAPE PASSES & WALKWAYS: 123,758.3 S.F. = 71 % OF SITE
C. PARKING
RESIDENT PARKING REQUIRED: 2 SP/UNIT (COVERED) = 100 STALLS
TOTAL RESIDENT PARKING REQUIRED = 100 STALLS
VISITOR PARKING PROVIDED: 1 PER UNIT FOR FIRST 30 UNITS = 30 STALLS
1/2 PER UNIT FOR REMAINING UNITS (10) = 5 STALLS
TOTAL VISITOR PARKING PROVIDED = 40 STALLS
TOTAL PARKING PROVIDED: 140 STALLS
RESIDENT PARKING PROVIDED: STANDARD STALLS = (IN BALDING-HOL SURFACE) 100 STALLS
ACCESSIBLE STALLS = 0 STALLS
TOTAL RESIDENT PARKING PROVIDED = 100 STALLS
VISITOR PARKING PROVIDED: STANDARD STALLS = (IN BALDING-HOL SURFACE) 30 STALLS
ACCESSIBLE STALLS = 4 STALLS
TOTAL VISITOR PARKING PROVIDED = 40 STALLS
TOTAL PARKING PROVIDED: 140 STALLS

NOTES

- MULTI-LOT CONDOMINIUM SUBDIVISION PROPOSED FOR LOTS 1-2, RESPECTIVELY.
- EXISTING GENERAL PLAN: RESIDENTIAL LOW-MEDIUM DENSITY (R-2/LD).
PROPOSED GENERAL PLAN: NO CHANGE
EXISTING ZONING: R-3-C
PROPOSED ZONING: NO CHANGE
- EXCEPT AS SHOWN ON THIS SURVEY, THERE ARE NO VISIBLE OR RECORDED EASEMENTS OR RIGHTS-OF-WAY ACROSS THE SUBJECT PROPERTY OF WHICH THE UNDERSIGNED HAS BEEN ADVISED.
- THE LOCATION OF EACH EASEMENT, RIGHT-OF-WAY, SERVICED OR OTHER MATTER AFFECTING THE SUBJECT PROPERTY AND LISTED IN THE PRELIMINARY REPORT PROVIDED BY CHOWDREY TITLE COMPANY.
- FILE NUMBER: 6130478
DATED: MARCH 2, 2007 AT 7:30 A.M.
- ALL BEARINGS AND DIMENSIONS ARE PER RECORD FOR PARCEL MAP NO. 02-500-11.

VICINITY MAP**SECTIONS****COORDINATE SYSTEM & VERTICAL DATUM:**

CONFORMS TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NAD83) ADOPTED USING THE DATUM 1983 AND THE STATE OF CALIFORNIA.

HORIZONTAL DATUM: NAD83 - USING NAD83 DATUM MODEL

VERTICAL DATUM: NAVD 88 - USING NAVD 88 DATUM MODEL

RECORD HEREIN USES THE 1983 DATUM MODEL

CORNER OF THE INTERSECTION OF HARBOR BOULEVARD AND WEST FIFTH STREET MAP 88

ELEVATION 14.30'

US SURVEY FEET (TIME ADJUSTMENT)

COORDINATES, DISTANCES, AND BEARINGS ARE PROJECTED (GRID) VALUES - BASED ON THE FOLLOWING PROJECTION SYSTEM: 10 CONEY AND 1000 FEET DISTANCE FROM THE MAP TO GROUND, MULTIPLY BY AN AVERAGE CORRECTION SCALE FACTOR OF 1.00003

LOW DISTORTION PROJECTION (LDP) PARAMETERS

HORIZONTAL DATUM: NAD83 (FOR LDP)

PROJECTION TYPE: TRANSVERSE MERCATOR

PROJECTION UNIT: METERS

LOCATION OF CENTRAL MERIDIAN: 121°50'00" (121.833333°)

LOCATION OF CENTRAL MERIDIAN: 121°50'00" (121.833333°)

FALSE EASTING: 1000000 METERS

NORTHING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

EASTING AT 0 AND 000000: 17148 FEET

REVISION	DATE	SUBMITTER	OWNER
1	7/11/2007	PLANET HOME LIVING 1401 GUAL STREET, SUITE 204 NEWPORT BEACH, CA 92660 Attn: PATRIC LYNNAM (949) 547-2200	WOOLLEY ROAD, LLC 1015 S. HARBOR BLVD. OJAI, CA 93025-1131 (805) 985-1557
2	7/11/2007	PLANET HOME LIVING 1401 GUAL STREET, SUITE 204 NEWPORT BEACH, CA 92660 Attn: PATRIC LYNNAM (949) 547-2200	WOOLLEY ROAD, LLC 1015 S. HARBOR BLVD. OJAI, CA 93025-1131 (805) 985-1557
3	7/11/2007	PLANET HOME LIVING 1401 GUAL STREET, SUITE 204 NEWPORT BEACH, CA 92660 Attn: PATRIC LYNNAM (949) 547-2200	WOOLLEY ROAD, LLC 1015 S. HARBOR BLVD. OJAI, CA 93025-1131 (805) 985-1557
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ANACAPA
TENTATIVE TRACT No. 5984
PRELIMINARY GRADING PLAN
FOR CONDOMINIUM PURPOSES

CITY OF OJAI
COUNTY OF VENTURA
STATE OF CALIFORNIA

LEGAL DESCRIPTION: Portions of Lots 90, 91 and 92 of the Patterson Ranch, in the City of Ojai, County of Ventura, State of California, as per map recorded in Book 4 Page 1, et. of Maps, in the office of the County Recorder of said County.

SCALE: 1"=20'
DATE: Aug 25, 2017

SHEET 1



A2 WOOLLEY RD. - BETWEEN CANAL ST. & BRIDGE
NOT TO SCALE

D BRIDGE
NOT TO SCALE

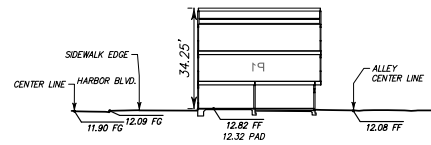
A1 WOOLLEY ROAD
NOT TO SCALE

D1 WOOLLEY ROAD
NOT TO SCALE

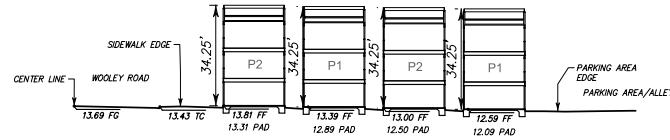


Packet Pg. 320

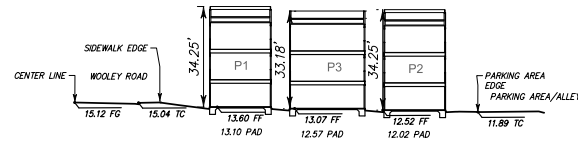
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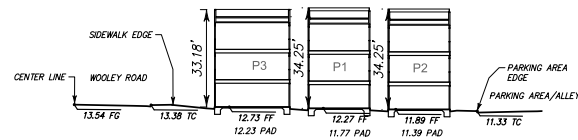
SECTION 2



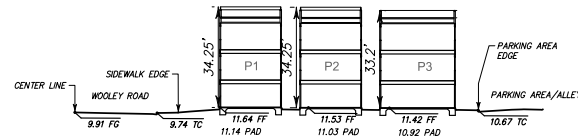
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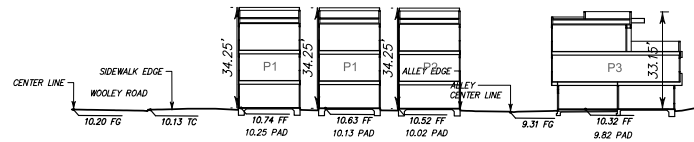
SECTION 4



SECTION 5



SECTION 6

**NOTE:**

INFORMATION SHOWN HEREON, SUCH AS ASSESSOR'S PARCEL LINES & NUMBERS ARE PROVIDED BY THE COUNTY OF VENTURA GEOGRAPHIC INFORMATION SYSTEMS AND IS NOT BASED ON A FIELD SURVEY. ADDITIONAL EASEMENTS OF RECORD NOT SHOWN ON THIS MAP MAY EXIST AS A TITLE REPORT WAS NOT PROVIDED FOR THIS PROJECT. THIS DATA IS FOR CONCEPTUAL AND VISUAL PURPOSES ONLY AND IS NOT TO BE USED FOR MAPPING AND/OR FINAL DESIGN.



1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE: 805/654-6877
FAX: 805/654-6979

SCALE: 1"=10'

JIN: PL445538

DATE: 11/17/2016

DWG. NAME: 5538 Sections.dwg

ANACAPA PRELIMINARY SITE CROSS SECTIONS

TENTATIVE TRACT MAP No. 5984
City of Oxnard

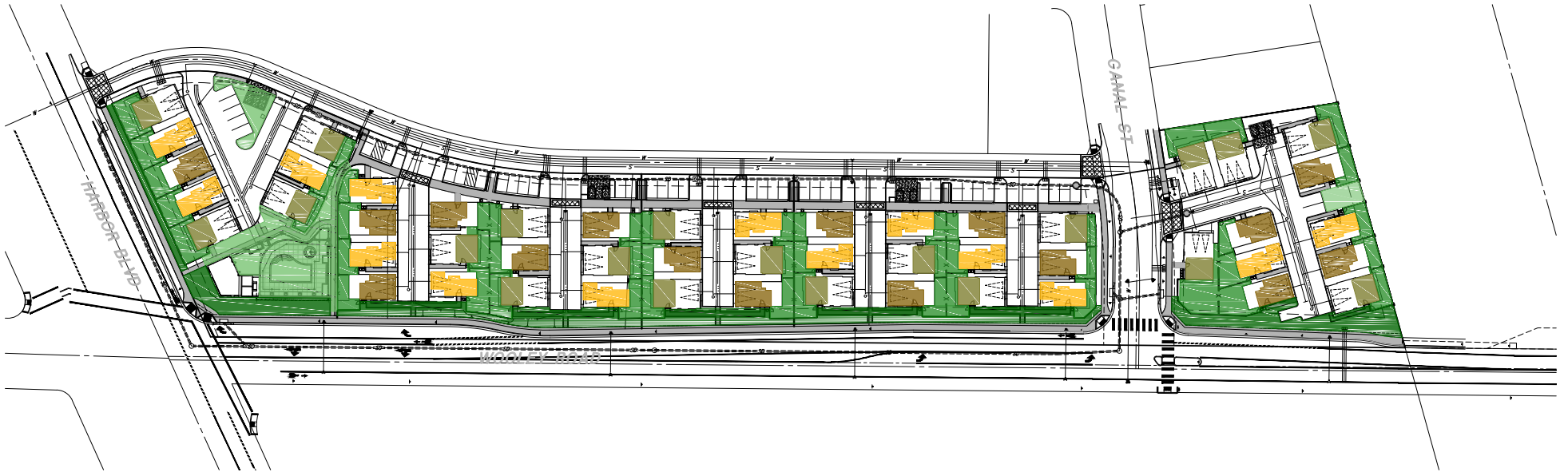
COUNTY OF VENTURA

STATE OF CALIFORNIA

SHEET

4

OF 5



Interior Yard Space Areas

Category	SQ. FT.
COMMUNAL OPEN SPACE	7,870
PRIVATE YARDS	18,442
PLAN 1 DECK AREAS	8,050
PLAN 2 DECK AREAS	9,408
TOTAL INTERIOR YARD SPACE AREA	43,770

Required Interior Yard Space: 38,115 S.F.
Total Interior Yard Space: 43,770 S.F.

Grand Total All Open Space: 64,070 S.F.

Other Open Space

Category	SQ. FT.
PLAN 3 DECK AREAS	7,840
FRONT SETBACK OPEN SPACE	12,460
TOTAL OTHER OPEN SPACE AREA	20,300

LEGEND

- Communal Open Space
- Private Yards
- Plan 1 Deck Areas
- Plan 2 Deck Areas
- Plan 3 Deck Areas
- Front Setback Open Space

NOTE:

INFORMATION SHOWN HEREON, SUCH AS ASSessor'S PARCEL LINES & NUMBERS ARE PROVIDED BY THE COUNTY OF VENTURA GEOGRAPHIC INFORMATION SYSTEMS AND IS NOT BASED ON A FIELD SURVEY. ADDITIONAL EASEMENTS OF RECORD NOT SHOWN ON THIS MAP MAY EXIST AS A TITLE REPORT WAS NOT PROVIDED FOR THIS PROJECT. THIS DATA IS FOR CONCEPTUAL AND VISUAL PURPOSES ONLY AND IS NOT TO BE USED FOR MAPPING AND/OR FINAL DESIGN.



1672 DONLON STREET
 VENTURA, CALIF. 93003
 PHONE: 805/654-6977
 FAX: 805/654-6979

SCALE: 1"=40'

JIN: PL445538

DATE: 1/23/2017

DWG. NAME: 5538 IYS Exhibit.dwg

ANACAPA
INTERIOR YARD & OPEN SPACE
(PZ 16-300-07)

TENTATIVE TRACT MAP No. 5984
City of Oxnard

COUNTY OF VENTURA

STATE OF CALIFORNIA

SHEET
5
 OF 5

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The “Applicant”). (10/15/10)

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

RECOMMENDATION:

That the City Council:

1. Uphold the Planning Commission’s approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
2. Uphold the Planning Commission’s approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and
3. Adopt a resolution approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

BACKGROUND

The site is presently developed with an approximately 1,200 square-foot single family residence on a .91 acre site. The house and all improvements are proposed to be demolished as part of this

Proposal to Construct 20 Townhome Units Inclusive of 4 Affordable Units (10/15/10)

November 14, 2017

Page 2

project. On September 16, 2008, the City Council approved a Zone Change to change the zoning designation on the property from Single Family (R-1) to General Commercial, All Affordable Housing (C-2). The zone change was part of a 2020 General Plan maintenance effort.

The project is located within the Southwinds Neighborhood. On April 5, 2017, the Applicant mailed notices of the Community Workshop meeting to all 478 property owners within the Southwinds neighborhood. The Community Workshop was conducted on April 17, 2017. Approximately thirteen individuals attended the March 20th Community Workshop; eight individuals attending the meeting expressed interest in the project.

On September 7, 2017, the Planning Commission voted 5-1 (one member was absent) to approve the Special Use Permit and Density Bonus Permit and recommend that the City Council approve the Tentative Tract Map. At the public hearing, one member of the public spoke before the Planning Commission stating that the proposed project is located in a grassland area where certain species of raptors hunt and feed and that the area is in proximity to wetlands. Concerns regarding the loss of parking were also discussed. A complete California Environmental Quality Act (CEQA) analysis was provided in the staff report, which identified the project as an in-fill development and that it is located on a site with no value as habitat for endangered, rare or threatened species. The 2030 General Plan Environmental Impact Report determined that the location of the site is not identified as a designated wildlife corridor or environmentally sensitive habitat area.

On September 25, 2017, the Development Services Director filed an appeal of the Planning Commission's approval of the Special Use Permit and Density Bonus to allow the City Council to consider the entitlement permits as one integrated project.

ANALYSIS

Proposed Project

The applicant is seeking approval of a Planning and Zoning Permit application numbers 16-500-06; 16-535-01 and 16-300-06 requesting approval of a Special Use Permit; Density Bonus Permit; and Tentative Subdivision Map, respectively, to construct 20 townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 condominium units on the 0.91-acre parcel located within the Southwinds neighborhood. The townhomes will be approximately 2,968 square feet in size and are designed to front on Saviers Road and Courtland Street with a two-car tandem garage. The project includes a request to allow for an increase from 16 units to 20 units (4 additional units) under the State Density Bonus law.

General Discussion

The project is consistent with most, but not all, of the applicable development standards. For those standards for which the project does not conform, the applicant requests three concessions pursuant to Government Code Section 65915(d). State Density Bonus law (Government Code §

Proposal to Construct 20 Townhome Units Inclusive of 4 Affordable Units (10/15/10)

November 14, 2017

Page 3

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 applicant proposes four (4) additional units above the permitted base density of 16 units (25% increase). In accordance with the State Density Bonus law, the applicant is allowed a density bonus up to 35%. However, the Applicant is only requesting a density bonus of 25%. As permitted under the State Density Bonus law, three concessions are being requested as follows: 1.) a reduction in the required front yard setback from 25 feet to 15 feet; 2.) a reduction in building separation from 36 feet to approximately 33 feet; and 3.) a reduction in the required interior yard space requirement of 30% to 16% (see Attachments E-G).

The applicant proposes to restrict the 4 dwellings units for occupancy by low-income families. Low income families have a median income of \$79,900 for a family of 4 ($\leq$ 80% Area Median Income). Because the applicant will record a deed restriction on the 0.91-acre property confirming affordability for 55 years, staff has determined that the proposed project qualifies for the three development standard concessions, which is the maximum allowed under the State Density Bonus law and the City's Density Bonus regulations (Oxnard City Code Section 16-410M). The City is required to grant the Density Bonus concessions except in the very narrow circumstances where a written finding based upon substantial evidence is made as outlined in Oxnard City Code Section 16-410(N). All findings can be made for approval of the density bonus.

The proposed Tentative Subdivision Tract Map No. 5995 (PZ No. 16-300-06) establishes one lot for condominium purposes (20 townhome units). The proposed project will connect to the existing utilities and infrastructure, inclusive of the City's sewer system, which is located within Saviers Road and Courtland Street. The homeowners association will be responsible for ownership and maintenance of all on-site utilities, as well as landscaping and commonly owned infrastructure. New infrastructure improvements are proposed for the street frontage, inclusive of both Saviers Road and Courtland Street which include approximately 735 square foot public sidewalks and 70 square foot parkways. Internal circulation routes have been designed to meet City Fire Department's emergency access requirements. The internal streets also include internal paseos and walkways.

Environmental Analysis

Based upon the California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties (less than 5 acres), such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorical Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines. A Notice of Exemption has been prepared and is

Proposal to Construct 20 Townhome Units Inclusive of 4 Affordable Units (10/15/10)

November 14, 2017

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attached as Attachment H.

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

If the City Council approves the project, all applicable development impact fees will be assessed at time of issuances of the building permit. The project will provide an additional financial benefit to the City by generating revenue through property taxes.

ATTACHMENTS:

Attachment A_City Council Resolution_Special Use Permit

Attachment B_City Council Resolution_Density Bonus

Attachment C_City Council Resolution_Tentative Subdivision Map

Attachment D_Maps (Vicinity, Aerial, General Plan, and Zoning)

Attachment E_Planning Commission Resolution Nos. 2017-16; 2017-20; 2017-21

Attachment F_Notice of Exemption

Attachment G_Planning Commission Staff Report

Attachment H_Reduced Project Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-500-06 (SPECIAL USE PERMIT) TO AUTHORIZE THE CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 20 UNITS, INCLUSIVE OF 4 AFFORDABLE (LOW INCOME) RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS ON A 0.91-ACRE PARCEL LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030 ON BEHALF OF THE PROPERTY OWNER.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-535-01 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-06 (Tentative Subdivision Map for Tract No. 5995); and

WHEREAS, on November 14, 2017, 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

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

(1) The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

The proposed land use of the project is of four buildings consisting of 20 for sale townhome units, inclusive of 4 affordable (low income) with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. Under the General Plan land use designation, the 0.91-acre site could accommodate 16 units. The project is proposing 20 condominium units, inclusive of four affordable (low income) units. A Density Bonus pursuant to the City's Ordinance for "Incentives to Create Affordable Housing" (State Density Bonus law) is requested for 4 additional units (20%) to allow a total of 20 units. The construction of the proposed townhome units and associated improvements does not change the land use of the subject site. Additionally, the project has been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting as part of the State's Density Bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan and meets this finding.

(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 land use involves 20 residential units land use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly multi and single-family residential units. 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.**

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone). However, the project is seeking three concessions allowed under the State's Density Bonus law for the following: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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. As such, this project meets this finding.

- (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 will be accessed from two existing streets, Saviers Road and Courtland Street. Additionally, the project will construct appropriately primary and emergency access driveways between Saviers Road and Courtland Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan. Therefore, this project meets this finding.

- (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 Saviers Road and Courtland Street. Sewer connections serving the proposed parcel will be provided by an existing line in Saviers Road. 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. As such, this project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

Section 3. The City Council of the City of Oxnard upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 16-500-06 (Special Use Permit), for the reasons set forth and described in Planning Commission Resolution No. 2017-16, and subject to the conditions of approval therein.

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PZ 16-500-06 (Special Use Permit)
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PASSED AND ADOPTED by the City Council of the City of Oxnard on the 14th day of November 2017, 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

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RESOLUTION NO. 2017_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-535-01 (DENSITY BONUS) TO AUTHORIZE A TWENTY-FIVE PERCENT DENSITY INCREASE OVER THE OTHERWISE MAXIMUM ALLOWED DENSITY AND THREE INCENTIVES TO PERMIT CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 16 MARKET RATE AND 4 AFFORDABLE (LOW INCOME) CONDOMINIUM UNITS ON A 0.91-ACRE PROJECT SITE LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission approvals of Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-535-01 (Density Bonus Permit) were appealed to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permit that makes up the application, including Planning and Zoning Permit 16-300-06 (Tentative Subdivision Map for Tract No. 5995).

WHEREAS, on November 14, 2017, 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

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a Density Bonus that 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 City Council finds that the Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for incentives or concessions because the Developer has provided four affordable (low income) residential units; and

WHEREAS, the proposed project is requesting three regulatory concessions: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%; and

WHEREAS, the City Council finds that the incentives or concessions are not contrary to any federal or state law.

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

SECTION 1. The City Council of the City of Oxnard hereby grants the concessions listed above, subject to the conditions of approval listed below.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued

affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit (PZ) 16-535-01 (Density Bonus), granting of three regulatory concessions: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16% for twenty townhome units inclusive of four affordable units (low income), subject to the Conditions of Approval listed in Planning Commission Resolution 2017-16.

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PZ 16-535-01 (Density Bonus Permit)
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PASSED AND ADOPTED by the City Council of the City of Oxnard on the 14th day of November 2017, 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 TO ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-06 (TENTATIVE SUBDIVISION MAP NO. 5995) TO SUBDIVIDE A 0.91-ACRE PARCEL FOR CONDOMINIUM PURPOSES LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-29), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit No. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus Permit); and recommended that the City Council approve PZ No. 16-300-06 (Tentative Subdivision Map 5995) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, on November 14, 2017 the City Council of the City of Oxnard (“**City Council**”) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map for Tract No. 5995) establishes one lot for condominium purposes on a 0.91-acre property located at 5489 Saviers Road for the purposes of constructing twenty for sale townhome units inclusive of 4 affordable units (low income) (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; 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 Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

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 PZ 16-300-06 (Tentative Subdivision Map No. 5595)
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WHEREAS, the comments of the City Council, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the 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 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

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

(1) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91 acres which could accommodate 16 residential units; however, the project is requesting to construct 20 residential units. 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 construction of the proposed 20 for sale units and associated improvements does not change the land use of the subject site. Additionally, the residential units have been designed to meet the required

developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the three concessions that the project is allotted pursuant to the State's Density Bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed condominium subdivision is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for residential use supports the proposed development improvements, with the required infrastructure. Additionally, the proposed subdivision has been designed to meet the required minimum lot area identified in the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking three concessions allowed under the State's Density Bonus law that would: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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. Therefore, this project meets this finding.

(4) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91-acre site which could accommodate sixteen residential units; however, the project is requesting to construct twenty residential units. 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. As such, the Project meets this finding.

- (5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project meets this finding.

- (6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of condominium residential use, which is an allowed use under the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences and condominium use similar to the proposed project. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. 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. Consequently, this project meets this finding.

- (7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small single-family residential building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-

ways. As such, this Project meets this finding.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

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) occurs within the

Resolution No. 2017-
 PZ 16-300-06 (Tentative Subdivision Map No. 5595)
 November 14, 2017
 Page 6

City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby approves Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map for Tract No. 5995), subject to those certain conditions as set forth in Planning Commission Resolution 2017-20 on file with the Planning Division.

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

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 14th day of November 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

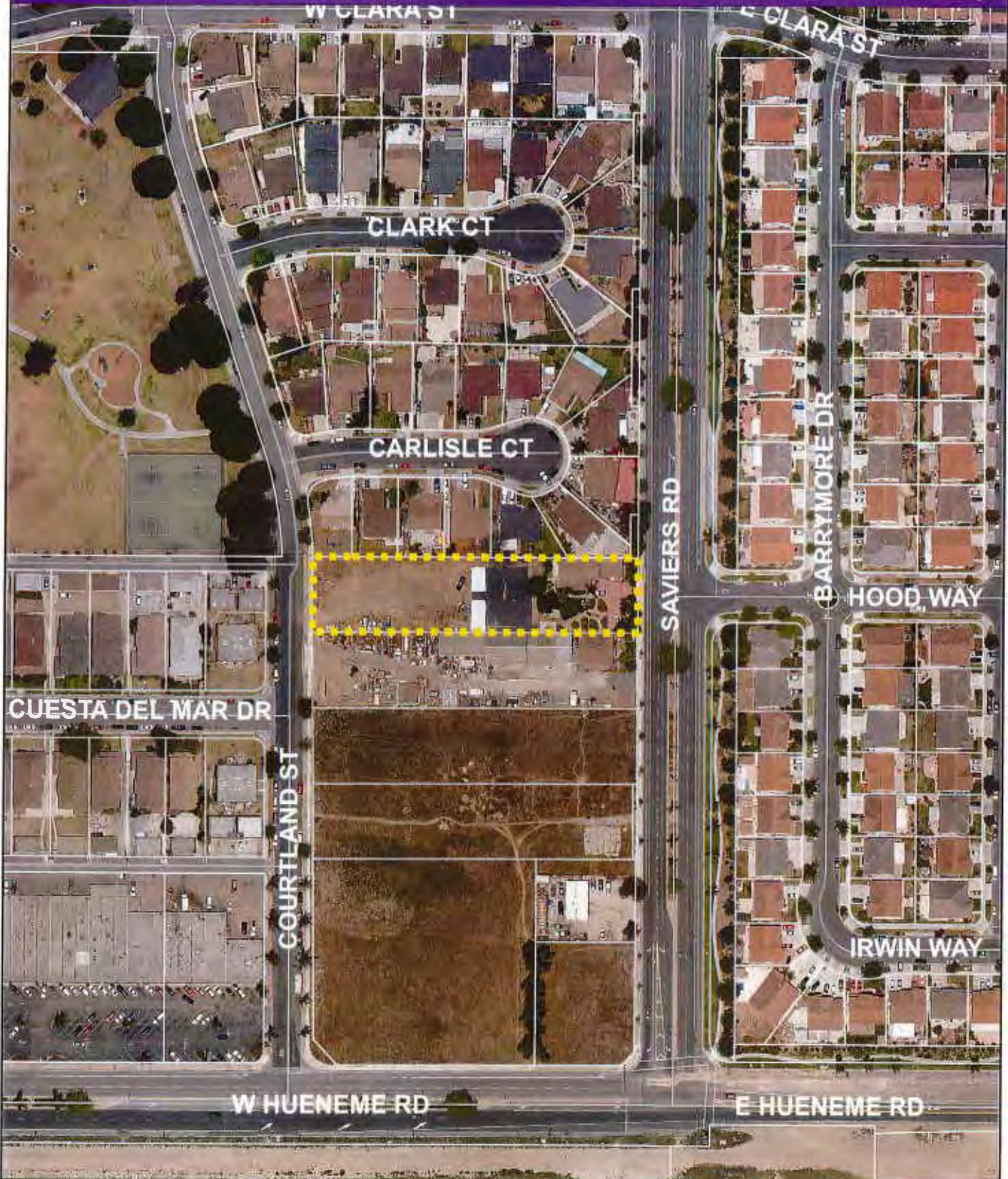
ATTEST:

 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney

Aerial Map



Vicinity Map



2030 General Plan Land Use Map



Oxnard Planning
May 4, 2017

PZ 16-500-06, 16-535-01, 16-300-06
Location: 5489 Saviers Rd
APN: 2220011295
Saviers Townhomes

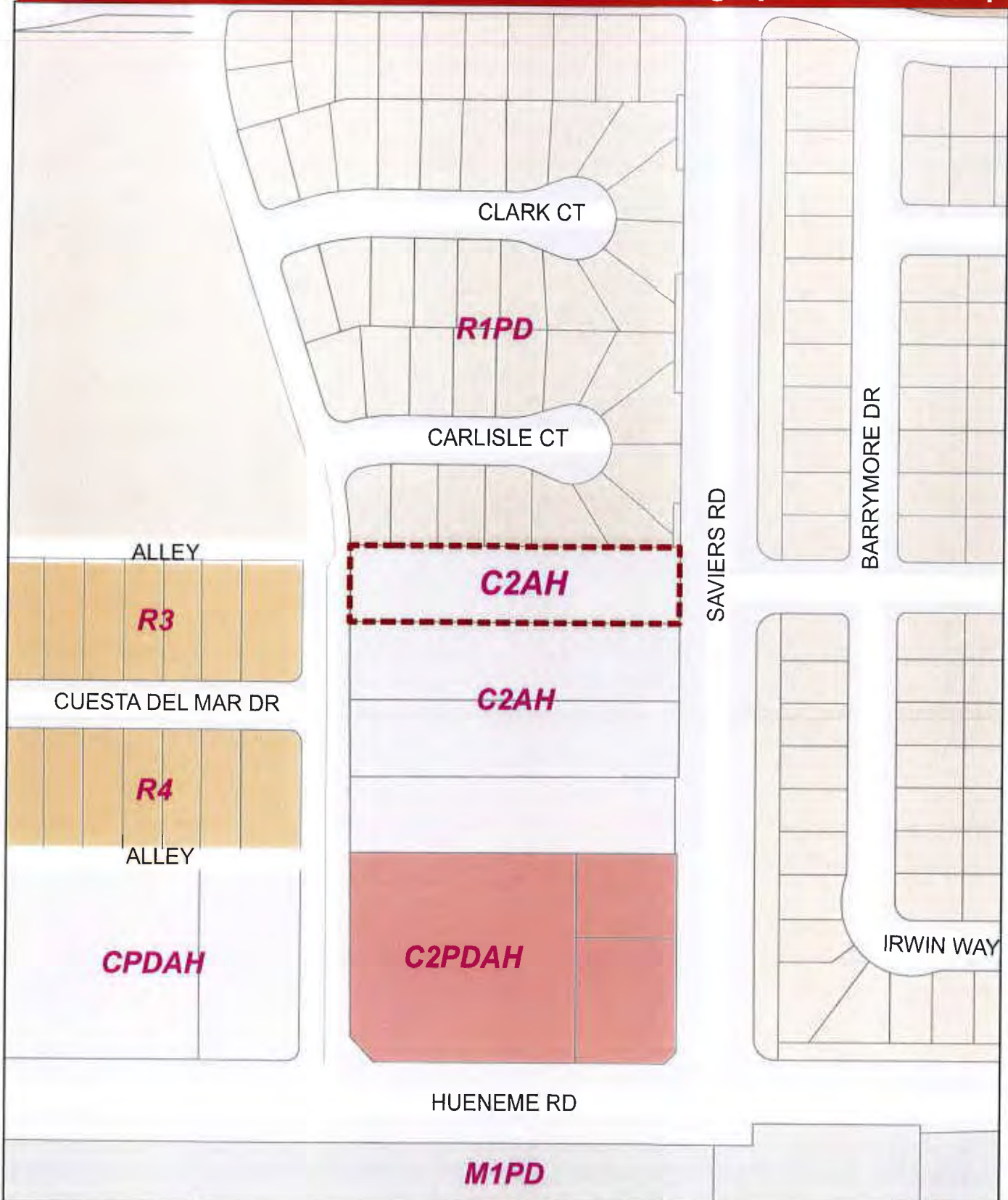
0 37.5 75 150 225 300 Feet

2030 General Plan Land Use Map



1:2,000

Zoning/Specific Plan Map



Oxnard Planning
May 4, 2017

PZ 16-500-06, 16-535-01, 16-300-06
Location: 5489 Saviers Rd
APN: 2220011295
Saviers Townhomes

0 37.5 75 150 225 300 Feet

Zoning/Specific Plan Map



1:2,000

RESOLUTION NO. 2017-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 16-500-06 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 20 UNITS, INCLUSIVE OF 4 AFFORDABLE (LOW INCOME) RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS ON A 0.91-ACRE PARCEL LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030 ON BEHALF OF THE PROPERTY OWNER.

WHEREAS, on October 24, 2016, Designated Agent Henry Casillas, (the “Applicant” and/or “Permittee”) submitted a request to allow construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood; and

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-500-06 (Special Use Permit) to allow the construction of 20 for sale townhome units inclusive of 4 affordable units (low income), and associated site improvements on a 0.91-acre property located at 5489 Saviers Road in the South Winds neighborhood (the “Project”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report.

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 land use of the project is of four buildings consisting of 20 for sale townhome units, inclusive of 4 affordable (low income) with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. Under the General Plan land use designation, the 0.91-acre site could accommodate 16 units. The project is proposing 20 condominium units, inclusive of four affordable (low income) units. A Density Bonus pursuant to the City's Ordinance for "Incentives to Create Affordable Housing" (State Density Bonus law) is requested for 4 additional units (20%) to allow a total of 20 units. The construction of the proposed townhome units and associated improvements does not change the land use of the subject site. Additionally, the project has been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting as part of the State's Density Bonus program. No specific plan is applicable to the subject site. Therefore, the proposed project is in compliance with the 2030 General Plan and meets this finding.

- (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 land use involves 20 residential units land use with associated site improvements, which is an allowed use per the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly multi and single-family residential units. 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.**

As proposed and conditioned, the project will meet the development standards of the R-3 zone (Garden Apartment Zone). However, the project is seeking three concessions allowed under the State's Density Bonus law for the following: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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. As such, this project meets this finding.

- (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 will be accessed from two existing streets, Saviers Road and Courtland Street. Additionally, the project will construct appropriately primary and emergency access driveways between Saviers Road and Courtland Street. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as stipulated in the 2030 General Plan. Therefore, this project meets this finding.

- (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 Saviers Road and Courtland Street. Sewer connections serving the proposed parcel will be provided by an existing line in Saviers Road. 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. As such, this project meets this finding.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) **§21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:**

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"):** (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development)** A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 16-500-06 (Special Use Permit), subject to the attached conditions of approval.

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

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

CONDITIONS OF APPROVAL

Note:

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning 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 September 7, 2017, ("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. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

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 Parks and Facilities Superintendent. (PK, PK-3)
18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
19. 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)
20. At the time of planting, Developer shall provide at least 24-ince box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
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 Parks and Facilities Superintendent 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/artificial in the lawn areas of all front yards and street side yards. (PK, PK-13)
26. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)
27. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
28. 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)
29. 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)
30. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

31. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Unless otherwise specifically approved by the Fire Chief. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
32. 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)
33. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
34. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
35. 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)
36. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
37. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
38. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
39. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
40. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
41. 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)

42. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the residents and Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department. (FD, *F-13*)
43. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F15*)
44. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)
45. 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

46. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
47. Before the city issues a certificate of occupancy, the developer shall install a Knox vault at a location to be determined by the Fire Department.
48. 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.
49. 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.

PLANNING DIVISION STANDARD CONDITIONS

50. 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)
51. 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*)

52. 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)
53. 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)
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. Developer shall provide graphic site directories at principal access walkway points. (PL/B, PL-10)
59. 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)
60. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

- b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
61. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
62. 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*)
63. 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*)
64. 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*).
65. 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*)
66. 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*)
67. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
68. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)
69. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)

70. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
71. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood or other acceptable material subject to approval of the Planning and Environmental Services Manager. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
72. Additions and patio covers shall conform to the requirements of the R-3 zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
73. 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*)
74. 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*)
75. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
76. 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*)
77. 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*)
78. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)

PLANNING DIVISION SPECIAL CONDITIONS

79. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
80. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
81. 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)
82. This permit is granted subject to the City's approval of a tentative 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)
83. This permit is granted subject to the City's approval of Density Bonus Permit No. 16-535-02 and Tentative Subdivision Map Permit No. 16-300-06. (PL/DS)
84. 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)

POLICE DEPARTMENT SPECIAL CONDITIONS

85. Project shall comply 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.

86. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
87. Lighting instruments shall be LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
88. 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.
89. Outdoor common area lighting shall operate dusk to dawn.
90. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. Landscape elements shall be maintained in this fashion through the life of the project.
91. Oxnard City Ordinances 7-100 through 7-106 provides that should the Oxnard PD respond to a loud party event twice in a 72-hour period the host of that event may be billed up to \$500 for police services. The property owner and the owners of individual units should be made aware of these provisions and steps should be taken to prevent such disturbances and hold owners and renters accountable for such activities through CC&Rs and/or HOA rules.
92. The property management firm responsible for managing the site shall post a minimum of two signs, each visible from the public right of way, identifying the management company's name and phone number.
93. Block walls on the site, including trash enclosures, shall have landscape elements in place that dissuades the application of graffiti. Creeping fig or similar plantings are suggested.
94. Lighting instruments in the driveway and interior (play) area shall be 10' above ground to reduce the potential for tampering or vandalism.

ENVIRONMENTAL RESOURCES DIVISION

95. 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.

96. 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.
97. 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.
98. 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.
99. Solid waste containers that will be placed for City pick-up are required to be stored in a patio, yard, or storage area and not in the garage. Such solid waste containers shall be stored on a concrete slab and any residential gate used to access such containers shall be sized to allow clearance by a three-foot wide cart.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

100. 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)
101. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
102. 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)

103. 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)
104. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
105. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
106. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
107. 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)
108. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
109. 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)
110. 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)
111. 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)
112. 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)

113. 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)
114. 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)
115. 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)
116. 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)
117. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
118. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
119. 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)
120. "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)

121. 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)
122. 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)
123. 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)
124. 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)
125. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
126. 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)
127. 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)
128. 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)
129. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
130. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by

a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

131. 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)
132. 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)
133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
134. 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)
135. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
136. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

STORMWATER QUALITY CONDITIONS

137. 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)
138. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)

139. 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)
140. 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)
141. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
142. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
143. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local

SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

144. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

145. Developer shall process the final map for Tract 5995 concurrently with the grading/site improvement plans for this project. Developer shall obtain final map verification of technical completeness prior to issuance of a grading/site improvement permit for the project. (DS)
146. Developer shall extend the existing waterline in Courtland Street to the south property line of the project. (DS)
147. Developer shall redesign the onsite water distribution system to meet City standards. Developer shall construct a water main within the private drive aisle (eliminating bends and placing it under the paved area of the drive aisle) that connects the water main in Courtland to the water main in Saviers Road. This water main shall provide water service to all fire hydrants and water meters. The new water main shall be located a sufficient distance from any other utility to meet Health Department separation requirements and to allow for ongoing maintenance and replacement (typically 5-feet minimum) needs. Developer shall dedicate a waterline easement to the City encompassing the new water main and the associated water meters and fire hydrants. Final design of the system is subject to approval of the Development Services Manager. (DS)
148. Developer shall relocate the proposed public waterline to provide a minimum of 4-feet horizontal clearance between the edge of gutter and the waterline to provide sufficient room for ongoing maintenance without disturbing the curb/gutter. The final alignment is subject to approval of the Development Services Manager. (DS)
149. Developer shall locate the public waterline such that ongoing maintenance/replacement can be accomplished without interfering with the proposed stormdrain infiltration trench. The final alignment is subject to approval of the Development Services Manager. (DS)
150. Developer shall locate water meters to minimize vehicular loading. Final locations to be approved by the Development Services Manager. (DS)
151. If Developer installs an onsite sewer lift station, it shall meet the following requirements: a) The lift station shall be privately owned and maintained; b) The lift station maintenance responsibility shall be included as a maintenance responsibility in the property owner CC&Rs; and c) the lift station shall be listed as a separate line item in the property owners

association financial paperwork. Developer shall provide proof of compliance with these items prior to issuance of a site improvement permit. (DS)

152. Use of sewer lift stations are discouraged within the City but if it is determined that there is no feasible alternative, the lift station shall be designed with the following design features:
a) The system must enter gravity flow prior to entering the public right-of-way; b) The lift station must have an emergency gravity secondary overflow in case of pump failure when the well becomes full; c) The lift station must have an alarm system that provides notification that the pump has failed. (DS)
153. Developer shall design the onsite sewer system in accordance with public standards but it shall be privately owned and maintained. (DS)
154. Developer shall remove the existing pavers within the parkway along the project's Courtland Street frontage and replace them with standard parkway trees and landscaping. (DS)
155. Developer shall remove the existing sidewalk along the Saviers Road frontage of the project and replace it with a new sidewalk and parkway/tree well layout as directed by the Planning Division. The new sidewalk shall provide an ADA compliant pedestrian path along the entire frontage of the project. (DS)
156. Developer proposes construction of permeable pavements. Pavers, permeable concrete, and similar facilities are acceptable materials within the City but permeable asphalt is not acceptable due to the likelihood of improper asphalt sealers and coatings being used during maintenance. (DS)
157. 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)
158. 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. This requirement shall be included on the construction plans. (DS)
159. Developer shall provide evidence that ongoing maintenance for stormwater pre-treatment and infiltration devices are included as a separate line item in the property owners association financial paperwork filed with the Department of Real Estate. Developer shall also include such maintenance responsibilities in the property owner CC&Rs. Preliminary versions of these documents are to be provided to the Development Services Manager for review prior to issuance of site improvement permits. (DS)

160. Developer's site grading plans shall clearly indicate the elevation differences between the proposed grades for this project and the adjacent existing grades on the adjacent properties. Developer shall construct a retaining wall where deemed necessary and shall not block existing drainage patterns. (DS)
161. Prior to issuance of a grading/site improvement plan, Developer shall update the City address map for this area. If a new map is required, it 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)
162. Developer shall install 'right-turn only' signage and pavement markings at the eastbound approach of the project drive aisle to Saviers Road. Final design is subject to approval of the City Traffic Engineer. (TR)
163. Developer shall install a 'No Left Turn' sign in the Saviers Road median facing the proposed project drive aisle. Final location of the sign is subject to approval of the City Traffic Engineer. (TR)
164. Developer shall install a 'No Left Turn/No U-Turn' sign facing south in the Saviers Road median at the Hood Way intersection. Final location of the sign is subject to approval of the City Traffic Engineer. (TR)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of September, 2017, and carried by the following vote:

AYES: Commissioner(s): Dozier; Frank; Fuhring; Huber; Sanchez

NOES: Commissioner(s): Chua

ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): None



Deidre Frank, Chair



Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD ADOPTING A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-535-01 (DENSITY BONUS) TO AUTHORIZE A TWENTY-FIVE PERCENT DENSITY INCREASE OVER THE OTHERWISE MAXIMUM ALLOWED DENSITY AND THREE INCENTIVES TO PERMIT CONSTRUCTION OF FOUR BUILDINGS WITH A TOTAL OF 16 MARKET RATE AND 4 AFFORDABLE (LOW INCOME) CONDOMINIUM UNITS ON A 0.91-ACRE PROJECT SITE LOCATED AT 5489 SAVIERS ROAD (APN: 222-0-011-295), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard (“**Planning Commission**”) considered an application for Planning and Zoning Permit No. 16-535-01 (Density Bonus) filed by Designated Agent Henry Casillas, on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915-§ 65918 and to the City’s Density Bonus and Related Incentives and Concessions Program (Division 7A-Ordinance No. 2912); and

WHEREAS, State Density Bonus Law 65915 requires that when a housing developer meets certain criteria for a Density Bonus that 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 to be considered eligible for incentives or concessions because the Developer has provided six affordable (low income) residential units; and

WHEREAS, the proposed project is requesting three regulatory concessions: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%; 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. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project

is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. The Planning Commission hereby approves Planning and Zoning Permit 16-535-01 (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.

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 September 7, 2017 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, 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 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)
6. This permit is granted subject to approval of Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-300-06 (Tentative Subdivision Map).
7. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of four (4) units which qualified the applicant for a Density Bonus. The affordability shall be as follows: four (4) units for up to 80% AMI (low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be for a minimum of 55 years.
8. 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 home owner meets the income requirements for the unit and whether the proposed sale price of the unit

does not exceed the affordable cost or sale price for the income category of the prospective homeowner.

9. The Housing Director shall monitor the sale price 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.
10. The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, a required annual report, 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.
11. 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)
12. The Project shall provide four low-income affordable units: (PL/CA)
13. 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)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September, 2017.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of September, 2017, and carried by the following vote:

AYES: Commissioner(s): Dozier; Frank; Fuhring; Huber; Sanchez

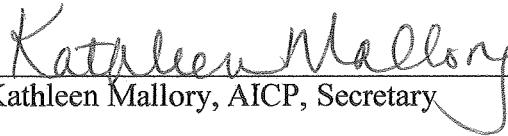
NOES: Commissioner(s): Chua

ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): None



Deidre Frank, Chair



Kathleen Mallory, AICP, Secretary

RESOLUTION NO. 2017-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING AND ZONING PERMIT NO. 16-300-06 (TENTATIVE SUBDIVISION MAP NO. 5995) TO SUBDIVIDE A 0.91-ACRE PARCEL FOR CONDOMINIUM PURPOSES LOCATED AT 5489 SAVIERS ROAD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT HENRY CASILLAS, 451 WEST FIFTH STREET, OXNARD, CA 93030.

WHEREAS, on September 7, 2017, the Planning Commission of the City of Oxnard ("Planning Commission") considered an application for Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995) filed by Designated Agent Henry Casillas, on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report; 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 statutory exemption pursuant to §21159.23, and categorical exemptions pursuant to Sections 15061 (b)(3)(General Rule) and 15332 (In-fill) development projects, and satisfies all criteria for this exemptions, as described in the Planning Commission Staff Report; and

WHEREAS, said Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the Planning Commission finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan; and

WHEREAS, the Planning Commission 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 Commission 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,

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floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

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 finds:

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) That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed land use of the project is of a residential use, which is an allowed use pursuant to the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91 acres which could accommodate 16 residential units; however, the project is requesting to construct 20 residential units. 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 construction of the proposed 20 for sale units and associated improvements does not change the land use of the subject site. Additionally, the residential units have been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2), with the exception of the three concessions that the project is allotted pursuant to the State's Density Bonus law. No specific plan is applicable to the subject site. Therefore, the project meets this finding.

(2) That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.

The design and improvement of the proposed condominium subdivision is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed lot division for residential use supports the proposed development improvements, with the required infrastructure. Additionally, the proposed subdivision has been designed to meet the required minimum lot area identified in

the R-3 zone (Rose Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2). No specific plan is applicable to the subject site.

(3) That the site is physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the division of land includes proposed development that is consistent with the General Commercial (C-2) zoning standards. As proposed and conditioned, the project will meet the development standards of the General Commercial (C-2) zone, which require residential uses to be designed pursuant to the R-3 development standards such as: parking, minimum lot area, density, front yard setback and height. However, the project is seeking three concessions allowed under the State's Density Bonus law that would: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. The subject site is adequate in terms of size, and is designed to meet most of the development standards prescribed in the R-3 zone as stipulated in the C-2 zone requirements. 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. Therefore, this project meets this finding.

(4) That the site is physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of the development because the Project is being designed to be in conformance with the density allowed under the Commercial General land use designation within the 2030 General Plan. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. The project site has an area of 0.91-acre site which could accommodate sixteen residential units; however, the project is requesting to construct twenty residential units. 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. As such, the Project meets this finding.

(5) That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

The design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species identified in the 2030 General Plan or any other state and federal document. Therefore, the Project

meets this finding.

- (6) That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The design of the proposed land division and parcel improvements is not likely to cause serious public health problems because the Project conforms to the uses intended with General Commercial (C-2) zone. The proposed land use of the project is of condominium residential use, which is an allowed use under the Commercial General land use designation within the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly single-family residences and condominium use similar to the proposed project. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. 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. Consequently, this project meets this finding.

- (7) That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The design of the proposed land division and parcel improvements will not conflict with easements because the majority of the Project site is currently vacant with a small single-family residential building proposed to be removed as part of the project; and there is no through access serving adjacent properties or right-of-ways. As such, this Project meets this finding.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is statutorily exempt from CEQA pursuant to §21159.23, affordable housing projects on infill properties and categorically exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) and Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"):** (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

SECTION 3. Based on the findings set forth herein, the Planning Commission of the City of Oxnard recommends to the City Council approval of Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to the attached conditions of approval.

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

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. 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 for the Phase I development, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

DEVELOPMENT SERVICES DEPARTMENT STANDARD CONDITIONS

3. 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)

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4. 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)
5. Prior to approval of the final 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)
6. 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)
7. 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)

DEVELOPMENT SERVICES DEPARTMENT SPECIAL CONDITIONS

8. Developer shall process grading/site improvement plans for this project concurrent with the final map. The final map shall not be recorded until permits for site improvements are approved for issuance. (DS)

PLANNING DIVISION SPECIAL CONDITIONS

9. This recommendation is made subject to approval of the Special Use Permit (PZ No. 16-500-06) for the construction of 20 for sale townhome units inclusive of 4 affordable units (low income) and Density Bonus Permit (PZ No. 16-535-01) for the allotment of three concessions required by the State's Density Bonus law. (PL)
10. 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)

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PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of September 7, 2017.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of September, 2017, and carried by the following vote:

AYES: Commissioner(s): Dozier; Frank; Fuhring; Huber; Sanchez

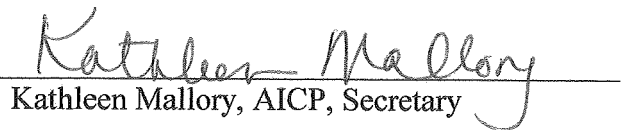
NOES: Commissioner(s): Chua

ABSENT: Commissioner(s): Stewart

ABSTAIN: Commissioner(s): None



Deidre Frank, Chair



Kathleen Mallory, AICP, Secretary



OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

NOTICE OF EXEMPTION

Project Description:

Proposal to construct 20 for sale townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 condominium units on a 0.91-acre parcel located within the South Winds neighborhood. The townhomes will be approximately 2,968 square feet in size and are designed to front on Saviers Road and Courtland Street with a two-car tandem garage. The project includes a 35% Density Bonus request to construct 4 townhome units in addition to the 16 dwelling units. As permitted under State Density Bonus law three concessions are being requested as follows: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%.

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: Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 ("General Rule"), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines.

- a) §21159.23 Low-Income Housing Exemption:** In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi) the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15322 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

September 7, 2017
(Date)

Kathleen Mallory, AICP
Planning and Environmental Services
Manager



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Isidro Figueroa, Principal Planner

DATE: September 7, 2017

SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29).

- 1) Recommendation:** That the Planning Commission:
 - a)** Approve Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
 - b)** Approve Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and
 - c)** Approve Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

- 2) Project Description and Applicant:** Proposal to construct 20 townhome units inclusive of 4 affordable units (low income), and a Tentative Subdivision Map to create 20 condominium units on a 0.91-acre parcel located within the South Winds neighborhood. The townhomes will be approximately 2,968 square feet in size and are designed to front on Saviers Road and Courtland Street with a two-car tandem garage. The project includes a 35% Density Bonus request to construct 4 townhome units in addition to the 16 dwelling units. As permitted under State Density Bonus law three concessions are being requested as follows: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%. For purposes of this Staff Report, the foregoing project description shall be referred to as the **“Project”**. Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on behalf of the property owner (the **“Applicant”**).

- 3) Existing & Surrounding Land Uses:** The project site is a through lot located at 5489 Saviers Road, and also fronts Courtland Street on the opposite end of the lot. The property is improved with an approximately 1,200 square-foot single-family residence and landscaping; all are proposed to be demolished as part of the project. The Zoning and General Plan land use designations, and existing land uses are as follows (see Attachment A):

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Surrounding Land Uses			
Direction	Zoning	General Plan	Land Use
Project	General Commercial / All Affordable Housing opportunity Program(C-2-AH)	Commercial General	Single-Family Residence (to be demolished)
North	Single Family residential/Planned Development(R-1-PD)	Residential Low	Single-Family Residence
East	Single Family residential/Planned Development (R-1-PD)	Residential Low	Single-Family Residence
South	General Commercial / All Affordable Housing opportunity Program (C-2-AAHOP)	Commercial General	Commercial
West	Garden Apartment (R-3)	Residential Medium High	Multi-Family (Apartments)

4) Background Information: The site is presently developed with a 1,200 square-foot single family residence. The house and all improvements are proposed to be demolished as part of this project. On September 16, 2008, the City Council approved a Zone Change to change the zoning designation of the property from R1 to C-2-AH. The zone change was part of a 2030 General Plan maintenance effort.

5) Environmental Determination: Based on California Environmental Quality Act (CEQA) Statute §21159.23, affordable housing projects on infill properties, such as the subject project, are statutorily exempt from CEQA review. Additionally, this Project is Categorically Exempt from CEQA pursuant to Section 15061 (“General Rule”), and Section 15332, Class 32 exemption (In-Fill Development) of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Attachment B.

a) §21159.23 Low-Income Housing Exemption: In accordance to Statute §21159.23(1)&(2)(c) of the State CEQA Guidelines, affordable housing projects may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA) if both of the following criteria are met:

The project meets the requirements Statute §21159.23 because: (i) the Developer agrees to enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of the four (4) Density Bonus units (low income) for a minimum term of 55 years; (ii) the Project meets all the requirements set forth by CEQA Section 21159.2; (iii) the project site is zoned for commercial purposes; (vi) the project site does not exceed 5 acres (0.91 acres); (v) the City of Oxnard has a density greater of 2,500 people per square mile; (vi)

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the project will not cause cumulative impacts or unusual circumstances because it is being developed consistent with the State's Density Bonus Law; (vii) the project meets the definition of residential units.

- b) Section 15061 ("General Rule"): (b) A project is exempt from CEQA if: (3) the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**

The Project is not subject to CEQA pursuant to Section 15061(b)(3) because: (i) the 2030 General Plan designates the land use as Commercial General-All Affordable (AH), which allows residential development with a maximum density of 18 units per acre; (ii) the Project is being proposed consistent with the State's Density Bonus Law; and (iii) the Project would be adequately served by all required utilities and public services.

- c) Section 15332 (In-Fill Development) A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the conditions described below:**

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) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

6) Analysis:

- a) General Discussion:** Construction of 20 for sale condominium units, inclusive of 4 affordable (low income) with associated site improvements is proposed; construction of the proposed use requires approval of a Special Use Permit. The land use designation of Commercial General allows a maximum of 18 dwelling units per acre. Under the General Plan land use designation, the 0.91-acre site could accommodate 16 units. The project is proposing 16 for sale condominium units, inclusive of four for sale affordable (low income) units. A Density Bonus pursuant to the City's Ordinance for "Incentives to Create Affordable Housing" (State Density Bonus law) is requested for 4 additional units (20%) to allow a total of 20 units. The construction of the proposed condominium units and associated improvements does not change the land use of the subject site. Additionally, the project has been designed to meet the required developments standards identified in the R-3 zone (Garden Apartment Zone) as prescribed in the General Commercial Zone (C-2) of the City of Oxnard City Code, with the exception of the three concessions that the project is requesting

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as part of the State's Density Bonus program.

The 20 for sale units (inclusive of 4 low income), will be approximately 2,968 square feet in size (1,490 square feet habitable and 578 square feet garage) and comprised of three-bedroom residential units (see Attachment C). The 20 townhomes will be contained within 4 buildings on a single parcel. Ownership will be exclusive to the air rights of each unit and a homeowner's association (HOA) will be created. The Project is designed to front on Saviers Road and Courtland Street with access to a two-car garage. Each unit has been designed to include a 135 square-foot patio and a 22 square-foot balcony in order to provide for private open space for each individual home.

- b) General Plan Consistency:** The 2030 General Plan Land Use Designation on the subject property is CG (Commercial General). This land use designation allows retail centers and free-standing commercial uses along arterials, and may also include office, and residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses. The site is identified in the Housing Element Supplement Part II, as an All Affordable Housing Opportunity Program (AAHOP – “AH”) site. This AH designation and the associated benefits to construct projects which are 100% affordable was discussed with the applicant. The applicant chose to secure a 35% Density Bonus in exchange for constructing 4 low income housing units (or 20% of the units to be constructed on site).

Under the General Plan land use designation, the 0.91-acre site could accommodate 16 units. The Applicant has requested a Density Bonus pursuant to the Division 7 of Article V of the Oxnard City Code “Incentives to Create Affordable Housing” and State Density Bonus Law to allow an additional 4 units (35% increase) for a total of 20 units. As discussed further under Section I (Density Bonus) below, the Project complies with the requirements of the Density Bonus requirements. With approval of the Density Bonus, the proposed development would be consistent with the allowable density under the General Plan land use designation.

The proposed development would be consistent with the applicable General Plan policies listed below. 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).

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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 development is proposed on an existing underutilized parcel surrounded by residential neighborhoods with existing public utilities and services in the vicinity.
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 within Saviers Road and Courtland Street can adequately serve the proposed project.
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 has designed the buildings and open space areas to conform to the recommendations provided by the Development Advisory Committee (DAC).
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 Tentative Tract Map and the associated improvements would tie into existing infrastructure, which has the capacity to provide service to the proposed residential dwellings.
ICS-8.5	I	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	The proposed site design includes appropriate improvements for pedestrian and bicycle

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POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
		sidewalks.	access, including prominent sidewalks and sidewalk landscaping, and bicycle parking.
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 proposed project has incorporated open space, landscaping and building designs that enhance the aesthetic character of the existing neighborhood.
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
All Others	III	All policies not listed above	Assumed Consistent

- c) Conformance with Zoning Development Standards:** The proposed Project is located in the Commercial General (C-2) zoning district. Pursuant to City Code Section 16-136, through approval of a Special Use Permit (SUP) residential uses are permitted in C-2 zone district under the development standards contained within the R-3 Garden Apartment Zone. The project is consistent with most, but not all, of the applicable development standards shown in the following table. For those standards for which the project does not conform, the applicant requests three concessions pursuant to Government Code Section 65915(d). These concessions are: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%.

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DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES
Max. building height 16-58	3 stories not to exceed 35 feet from top of curb	35 feet	Yes
Density 16-59	1 unit per 2,400 square feet (sf) lot area. No more than 2 du on any lot with an average width between 50'-60'; No more than 1 du on any lot with an average width less than 40'.	16 du/acre, plus 35% Density Bonus = 6 du/acre = 22 dwelling units	Yes, with Approval of Density Bonus
Front yard 16-60	There shall be a front yard of 20 feet Concession No. 1 Requested Per Gov. Code § 65915	West PL: 15 feet East PL: 15 feet	Yes, with Density Bonus Concession No. 1
Side yard 16-61	7.5 feet for 2.5 story bldg.	North PL: 7-6 feet South PL: 26 feet	Yes
Rear yard 16-62	25 feet	No rear property line	N/A
Interior yard space 16-63	30% of lot area = 23,857 sf. with min. dimension of 15' x 15'. May not include vehicle parking or circulation areas. 25% of required IYS may be provided by deck space if minimum 10' x 10'. Area open from grnd to sky (see exceptions 16-304-16-307). Concession No. 2 Requested Per Gov. Code § 65915	6,432 sf. (approx. 16%) proposed with minimum dimension of more than 15 feet x 15 feet. Patio areas are 10 feet x 10 feet.	Yes, with Density Bonus Concession No. 2
Parking spaces Resident 16-622	1 space in a garage for each 1-bedroom unit, and 2 spaces in a garage for each unit with 2 -5 bedrooms = 2 x 40 = 80 spaces Tandem Allowed Per State Government Code Section §65915 (p)(2)	40 spaces in 20 two-car garages	Yes

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DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES
Parking spaces Visitor 16-622	For 1 st 30 units, 1 visitor space for each unit, and 0.5 visitor spaces per unit thereafter. Not required/Waived Per State Government Code Section §65915	0 Spaces Provided	Yes, with approval of Density Bonus
Fences/hedges - front yard 16-308	Must be at least 50% open, and may not exceed 42 inches. Or if solid wall, then may not exceed 18 inches.	50% open and 42 inches	Yes
Fences/hedges - side & rear yards 16-309	Not to exceed 7 feet in height.	North PL: wall up to 6 feet South PL: wall up to 6 feet	Yes
ATTACHED DWELLING UNIT STANDARDS			
Min. Dwelling Size 16-362(A)	One bedroom: 700 sq.ft Two or more bedrooms: 900 sq.ft	Three bedroom: 1,360 sf. minimum	Yes
Building Separation 16-362 (B)	Equal to the height of the taller structured = 35 feet Concession No. 3 Requested Per Gov. Code § 65915	33 feet	Yes, with Density Bonus Concession No. 3
Recreation Facilities (12 units or more only) 16-362 (C)	Include at least one of the following: Swimming pool, spa, tennis, basketball, or volleyball courts, BBQ/picnic area, recreation building, exercise course, children's play equipment, or other's as approved by PC	BBQ/Picnic Area, Children's Play Equipment	Yes
Open Area (12 units or more) 16-362 (D)	One landscape area of not less than 2,500 sq.ft. with minimum dimension of not less than 35' x 35'	2,598 sf. with min. 39'-11"X 65'	Yes
Distance to garage from DU 16-362 (E)	75'	Garage Parking attached and provided to all units	Yes
Balconies & Patios 16-362 (F)	All 2 nd story dwelling units shall have at least one patio or balcony having a minimum dimension of 10'	1 st floor patio provided with dimensions 10' x	Yes

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DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES
		10' (135 sq. ft)	
Balcony Enclosure 16-362 (G)	All balconies and patios shall have railings or walls which provide at least 50% enclosure	Enclosed with walls . and railings on 3 sides	Yes
Storage Areas 16-362(H)	Each unit shall have a storage area of at least 225 cubic feet. Can't intrude into the minimum garage dimensions	All units = 225 cu. ft.	Yes
Garages 16-362(I)	Automatic garage door openers and architectural treatment or detail	Garages will have openers and include architectural treatment	Yes, with condition of approval.
Utility Meters 16-362 (J)	Wall mounted meters shall be screened or integrated into the building design	Meters integrated into building design	Yes, with condition of approval
Refuse Enclosures 16-362 (K)	Designed to reflect the major design elements or details of the residential units & provide pedestrian access.	Consistent with architecture and pedestrian access provided	Yes

- d) Site Design:** The proposed for sale townhome units are designed to front both Saviers Road and Courtland Court. Each unit has been designed to include a 135 square-foot patio and a 22 square-foot balcony. The parking areas for each individual dwelling would be provided by a tandem two-car garage as allowed pursuant to State Government Code Section §65915 (p)(2). A 2,598 square-foot BBQ/picnic and playground area is located in the center of the property. The BBQ/picnic area will contain 2 barbeque stations and 5 permanent tables with seating. A playground with equipment will be installed prior to occupancy of the first unit. The BBQ/picnic and playground area will be maintained by the HOA.
- e) Tentative Subdivision Map:** The proposed Tentative Subdivision Tract Map No. 5995 (PZ No. 16-300-06) establishes one lot for condominium purposes. The proposed project will connect to the existing utilities and infrastructure which is located within Saviers Road and Courtland Street. New infrastructure improvements are proposed for the street frontage, inclusive of both Saviers Road and Courtland Street which include public sidewalks and parkways. Internal circulation routes have been designed to meet City Fire Department's emergency access requirements. The internal streets also include internal paseos and walkways. The proposed tentative map was referred to various public utility companies, and City departments for review and comment. The recommendations received are included as conditions of approval to be implemented during construction of the proposed project.

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- f) Circulation and Parking:** For projects requesting a Density Bonus, Government Code Section 65915(p) does not require covered parking as carports or enclosed garages for the residences and does not require on-site guest parking. Additionally, Government Code Section 65915(p) (1) allows the developer to provide tandem parking for project requesting a Density Bonus. Notwithstanding the Government Code allowed waiver, the applicant is providing a total of 40 on-site parking spaces (i.e. two-car tandem garage per unit). However, the project will not be providing any guest parking as allowed by Government Code Section 6595. The proposed driveway improvements provide sufficient vehicle and emergency vehicle access and vehicle stacking space. A total of 10 bicycle parking spaces are also provided on-site within the proposed recreation area. Sidewalk and landscaping improvements are proposed along Saviers Road and Courtland Street.
- g) Building Design:** The Project has been designed to incorporate architectural elements found in Ranch-style architecture. The residential units incorporate elements that are consistent with the architecture of surrounding residences. Given that the residences within the South Winds represent an eclectic variety of architectural types with no single or dominant architectural style, the Ranch-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates earth tone colors, Hardiepanel siding, low-pitched gable roof lines to the front and rear elevations, gable vents to front and rear elevations, and tapered columns resting on piers. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. Accordingly, the project is proposing to incorporate medium-dark color roof tile to help the project blend in with the surrounding residences. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.
- h) 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 applicant proposes four (4) additional units above the permitted base density of 16 units (25% increases). In accordance with state law, this means that the applicant is allowed to request approval of a 35 percent Density Bonus. The applicant proposes to restrict the 4 dwellings units for occupancy by low-income families. Low income families have a median income of \$79,900 for a family of 4 ($\leq 80\%$ Area Median Income). Because the applicant will record a deed restriction on the 0.91-acre property confirming affordability for 55 years, staff has determined that the proposed project qualifies for the three development standard concessions, which is the maximum allowed under the State Density Bonus law and

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the City's Density Bonus regulations (Oxnard City Code Section 16-410M). The concessions are as follows: 1) a reduction in the required front yard setback from 25 feet to 15 feet; 2) a reduction in building separation from 36 feet to approximately 33 feet; and 3) a reduction in the required interior yard space requirement of 30% to 16%.

A Density Bonus pursuant to the City's Ordinance for "Incentives to Create Affordable Housing" (State Density Bonus law) is requested for 4 units (20%) to allow a total of 20 units. The City's Ordinance mandates that the City provide a Density Bonus when 10% of the total units in a housing development are for low-income households. The project proposes 20% of the 20 total units as affordable, which permits a Density Bonus request up to 35%. Therefore, the Density Bonus request is consistent with the General Plan per State law.

The City is required to grant the Density Bonus concessions except in the very narrow circumstances where a written finding based upon substantial evidence is made as outlined in Oxnard City Code Section 16-410(N). Therefore, staff finds that the project is consistent with the State's Density Bonus law and confirms that the proposed project qualifies for the three development standard concessions.

- i) **Landscaping and Open Space:** The development standard for Interior Yard Space (IYS) is 30%. A total of 11,937 square feet of IYS is required for this project. The applicant has requested relief from this requirement as Concession No. 2 per the State's Density Bonus request. The project proposes to create 6,432 square feet of interior yard space (16% of the site) and 18,474 square feet of driveway and walkway areas. The total area of landscaped area, exclusive of hardscape area, would be 13,317 square feet (15.5% of the site). The applicant has requested relief from this requirement as Concession No. 3 per the Density Bonus request. The Project will provide 2,598 square feet of BBQ/recreation area in the central portion of the site. The Courtland Street streetscape design includes a 5 ft. wide landscaped parkway, a 5 ft. sidewalk and front yard landscaping at the back of the sidewalk. The Saviers Road streetscape design includes the construction of an 8 ft. sidewalk and removal and relocation of the existing street trees into the front yard landscaping area at the back of the sidewalk.

The site drainage would be directed toward grassy swales and infiltration trenches located beneath the grassy areas of the recreation area for filtration/percolation of stormwater. Any excess runoff will ultimately discharge into the storm drain system in Saviers Road.

- 7) **Development Advisory Committee (DAC):** DAC reviewed the Project on January 11, 2017 and March 1, 2017. Recommendations of the DAC are reflected in the design of the Project and as proposed conditions of approval in the attached resolutions.
- 8) **Community Workshop and Public Input:** The project is located within the South Winds Neighborhood. On April 5, 2017, the Applicant mailed notices of the Community Workshop

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meeting to all 478 property owners within the South Winds neighborhood. Two notices of this meeting were posted on the Project site with a brief description and contact information. The Community Workshop was conducted on April 17, 2017. Approximately thirteen individuals attended the March 20th Community Workshop; eight individuals attending the meeting expressed interest in the project. Public input focused on concerns pertaining to the lack of visitor parking for the project and the anticipate sales price associated with the proposed units.

The residents who attended the Community Workshop were concerned that the lack of visitor parking on the Project site would compound the existing lack of parking within the community. The residents stated that most units house multiple families, which use multiple vehicles to commute to the fields where the majority of the residents work. The Applicant explained that the project will provide a two-car garage for each unit and that State Law does not require visitor parking for projects including affordable housing to low income families. The residents were also concerned that the community residents were not going to be able to afford the market rate or affordable units provided by the Project. The Applicant explained the various city, State and Federal aid and loan programs available to the public.

- 9) Appeal Procedure:** In accordance with OCC Section 16-545 of the City Code, the Planning Commission's action on Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit) and 16-535-01 (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. The Planning Commission's action on Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map) is a recommendation to be considered by the City Council at a later date.

Attachments:

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

Prepared by: _____
 IF

Approved by: _____
 KM

SAVIERS ROAD HOUSING

5489 S. Saviers Rd, Oxnard, Ca 93033

SHEET INDEX

ARCHITECTURE

A0.00	TITLE SHEET
A1.00	SITE PLAN
A1.01	SITE ELEVATIONS
A2.00	BUILDING A - PLANS
A2.01	BUILDING A - PLANS
A2.02	BUILDING B - PLANS
A2.03	BUILDING B - PLANS
A3.00	BUILDING A - ELEVATIONS
A3.01	BUILDING B - ELEVATIONS
A4.00	UNIT PLAN
A5.00	MATERIAL BOARD
A5.01	MATERIAL BOARD
A6.00	CONTEXT IMAGES

LANDSCAPE ARCHITECTURE

L-1	CONCEPTUAL LANDSCAPE PLAN
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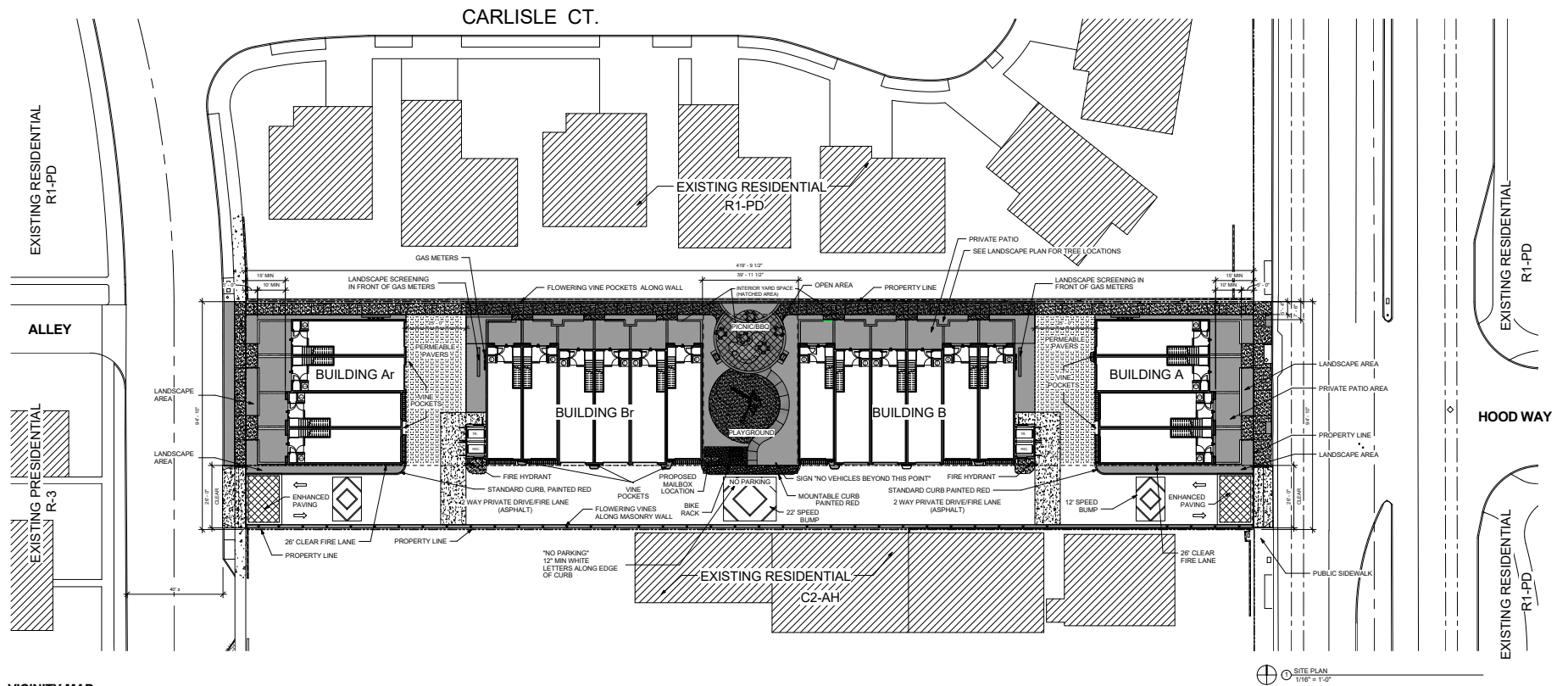
CIVIL ENGINEERING

C1.0	CIVIL EXHIBIT
C2.0	EROSION CONTROL PLAN
C3.0	EROSION CONTROL PLAN
C4.0	FIRE HYDRANT EXHIBIT
C5.0	CITY REFUSE TRUCK EXHIBIT

PROJECT TEAM

APPLICANT -	JOSE GARCIA
OWNER:	JBGR INVESTMENT, LLC 1105 WALNUT DRIVE OXNARD, CA 93036 Contact: Henry Casillas p: (805) 231-3971
ARCHITECT:	MAINSTREET ARCHITECTS + PLANNERS INC. 422 E. MAIN STREET VENTURA, CA 93001 Contact: Deborah Guthrie p: (805) 652-2115 e: deb@mainstreetarchitects.com
LANDSCAPE	LA GROUP
ARCHITECT:	24013 VENTURA BLVD, SUITE 201 CALABASAS, CA 91302 Contact: Monica D'angelo-Tomei p: (818) 251-9718 e: monicadt@lagroupinc.net
CIVIL	ENCOMPASS CONSULTANT GROUP
ENGINEER:	333 N. LANTANA ST. SUITE 130 CAMARILLO, CA 93010 Contact: Glen Pace p: (805) 322-4443 e: glen.pace@ecgcivil.com





VICINITY MAP

**PROJECT INFORMATION**

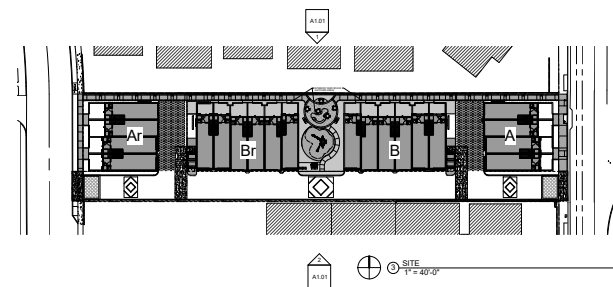
JURISDICTION: CITY OF OXNARD
 PROJECT ADDRESS: 5489 SAVIERS ROAD, OXNARD, CA
 ASSESSORS PARCEL #: 222-0-011-295
 SITE AREA TOTAL: 9134 ACES (39,792 SF)
 ZONING: R-3
 OCCUPANCY GROUPS: R-2 RESIDENTIAL
 CONSTRUCTION TYPE: R-2 TYPE V-A
 SPRINKLERED: YES THROUGHOUT 13R SYSTEM
 (PER CBC 903.3.1.1)
 PROPOSED USE: AFFORDABLE TOWNHOUSES ABOVE 2 CAR
 TANDEN GARAGE AND UTILITY ROOM
 ALLOWABLE DENSITY: 24 DU/ACRE
 TOTAL UNITS: 20 DU
 BUILDING HEIGHT: 3 STORIES, 35' MAX
 BUILDING TYPE: CARRIAGE UNIT

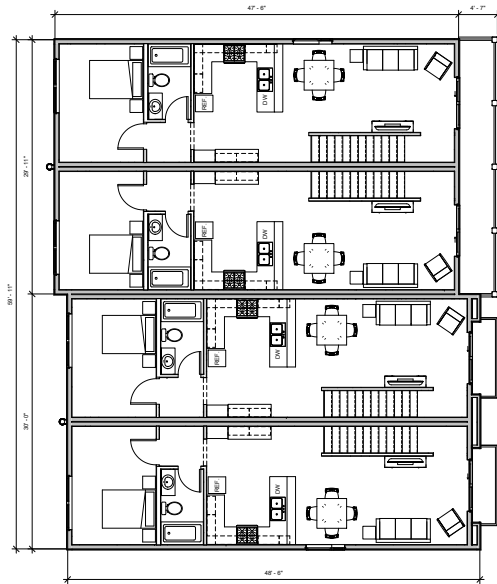
SITE INFORMATION

SITE	NO. OF BUILDINGS	SQUARE FOOTAGE	TOTAL COVERAGE	% OF SITE
BUILDING COVERAGE	20	28172.0606	14597	37%
4-PLEX	2	28172.0606		
8-PLEX	2	42472.8484		
TRASH ENCLOSURE	2	2312.4652		
OPEN AREA		132(20)	2598	6%
PRIVATE PATIO'S		2942	2942	7%
LANDSCAPE AREA			1483	4%
WALKWAYS		1260	1260	3%
DRIVEWAY AREA		13114	13114	33%
TOTAL:		38792	38792	100%
INTERIOR YARD SPACE (YIS)			6432	

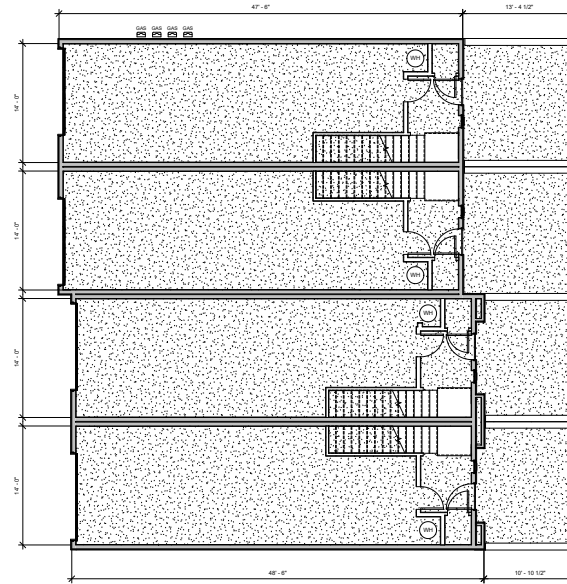
DWELLING / PARKING INFORMATION

BUILDINGS (TOTAL 4 BUILDINGS)
 BUILDINGS A & AR: 4 UNITS/BLDG
 BUILDINGS B & BR: 6 UNITS/BLDG
 20 UNITS
 3 BEDROOM, 3 BATH
FLOOR PLAN CALCULATION
 1ST FLOOR: 130 SF + 578 SF GARAGE = 708 SF
 2ND FLOOR: 708 SF
 3RD FLOOR: 655 SF
 TOTAL SF: 1480 SF HABITABLE SPACE + 578 SF GARAGE = 2,058 SF
PATIO & DECK
 PER UNIT: 132 SF GROUND FLOOR PATIO
 22 SF SECOND FLOOR BALCONY
PARKING
 2 COVERED TANDEN SPACE PER UNIT + 2 SPACES
 40 PARKING SPACES ON SITE

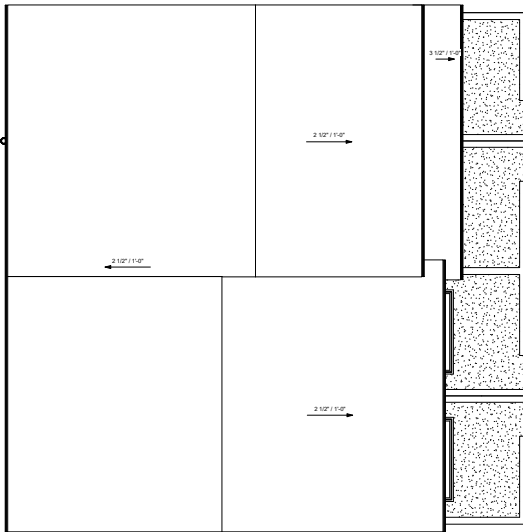




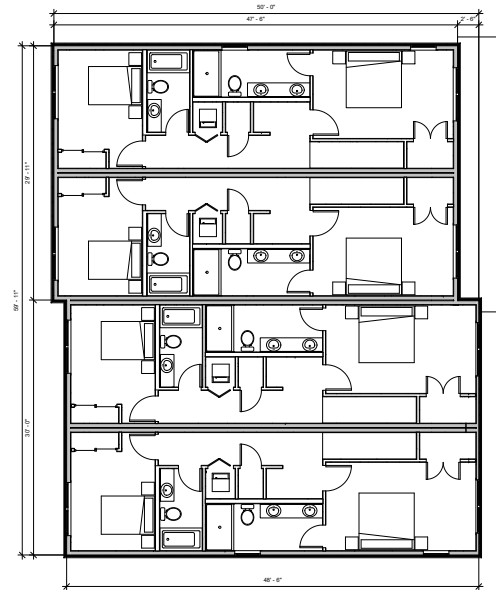
⊕ ② BLDG A - SECOND FLOOR PLAN
3/16" = 1'-0"



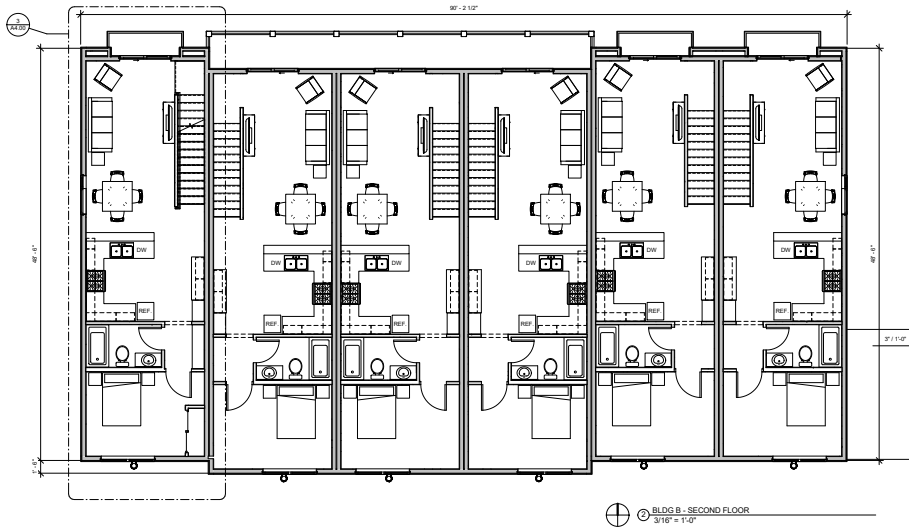
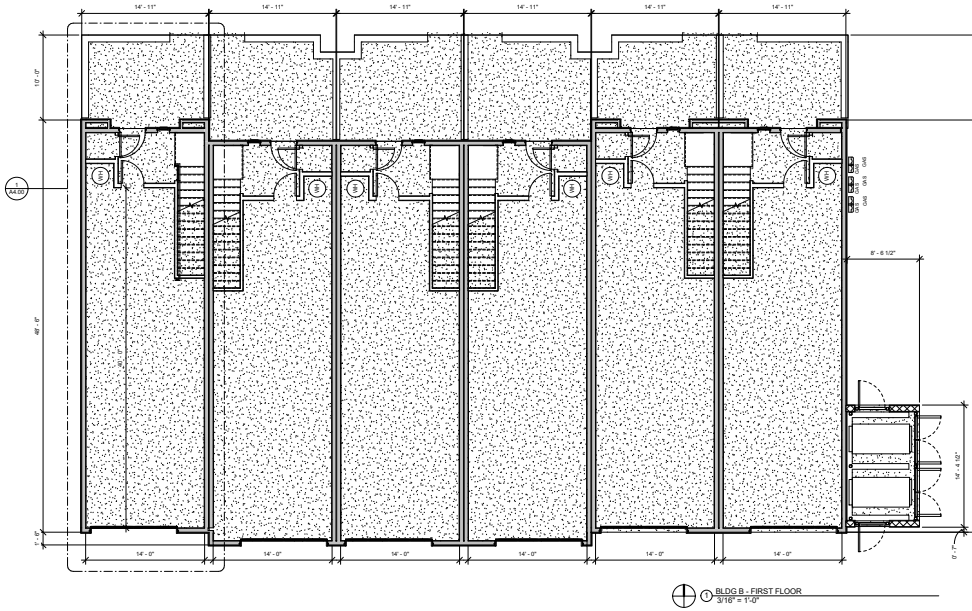
⊕ ① BLDG A - FIRST FLOOR PLAN
3/16" = 1'-0"



Ⓐ BLDG A - ROOF PLAN
3/16" = 1'-0"



Ⓒ BLDG A - THIRD FLOOR PLAN
3/16" = 1'-0"



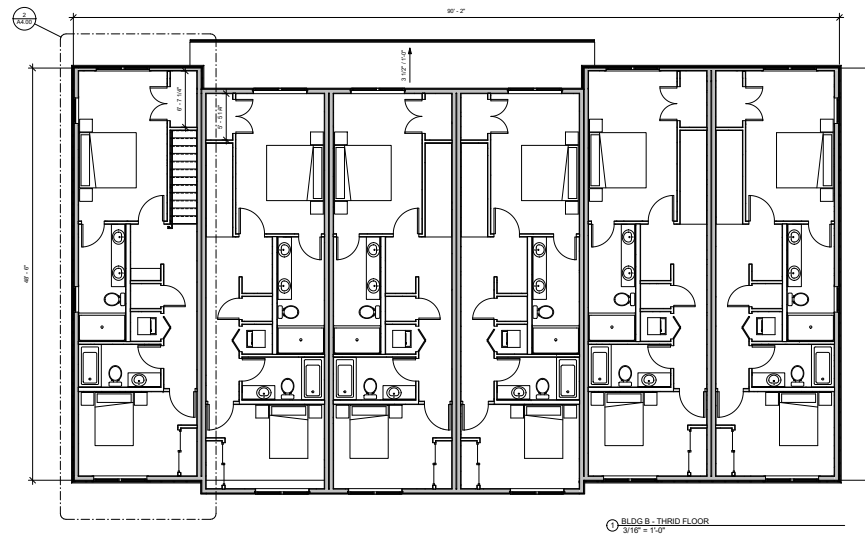
BLD G B PLANS

SAVIERS ROAD HOUSING

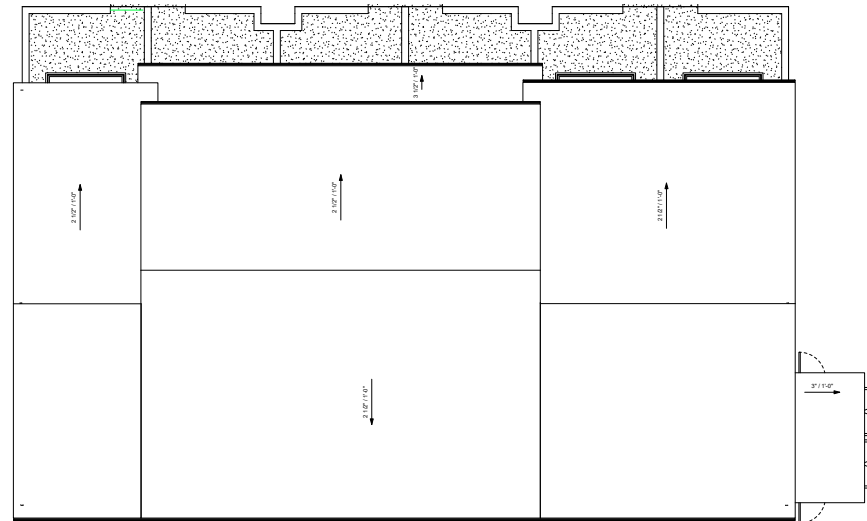
5489 S. Saviers Rd, Oxnard, Ca 93033
Prepared for: JBGR Investment, LLC 1105 Walnut Drive, Oxnard, CA 93036

A2.02

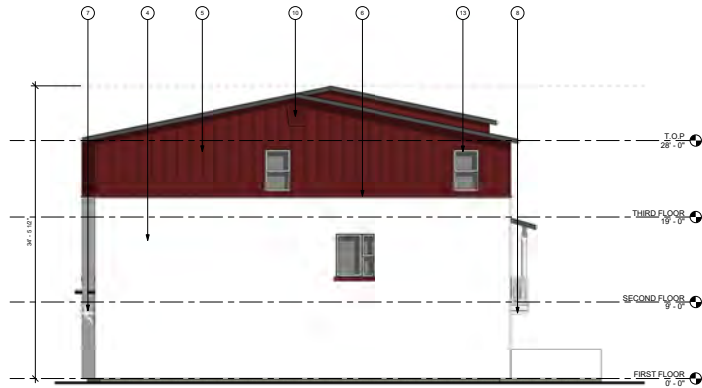
REVISION 4 17 AUG 24



① BLDG B - THIRD FLOOR
3/16" = 1'-0"



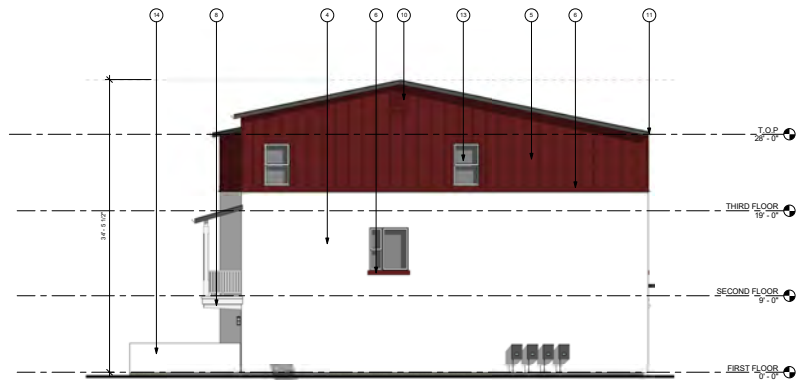
② BLDG B - ROOF
3/16" = 1'-0"



1 BLDG A - SOUTH ELEVATION
3/16" = 1'-0"



2 BLDG A - EAST ELEVATION
3/16" = 1'-0"



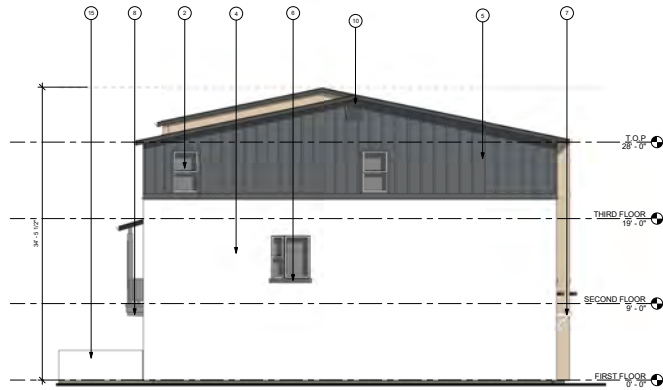
3 BLDG A - NORTH ELEVATION
3/16" = 1'-0"



4 BLDG A - WEST ELEVATION
3/16" = 1'-0"

ELEVATION LEGEND

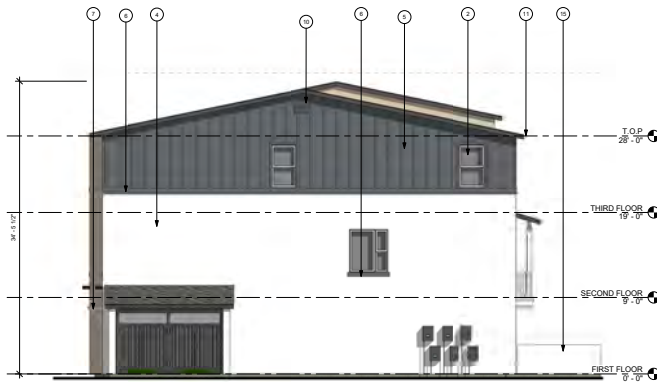
- | | |
|----------------------------|--|
| 1 ASPHALT SHINGLE ROOFING | 8 DECORATIVE CORBEL |
| 2 FASCIA BOARD | 9 CHAMFERED WOOD COLUMNS |
| 3 DECORATIVE LIGHT FIXTURE | 10 ATTIC VENT |
| 4 STUCCO FINISH | 11 GUTTER AND DOWNSPOUT |
| 5 BOARD AND BATTEN FINISH | 12 DECORATIVE METAL ROLLUP GARAGE DOOR |
| 6 HARDIE BOARD ACCENT TRIM | 13 VINYL WINDOW SYSTEM |
| 7 WOOD TRELLIS | 14 36" WALL, 18" SOLID MATERIAL ABOVE 18" WILL BE WROUGHT IRON PER CODE SECTION 16-308(A)(8) |



4 BLDG B - WEST ELEVATION
3/16" = 1'-0"



1 BLDG B - NORTH ELEVATION
3/16" = 1'-0"



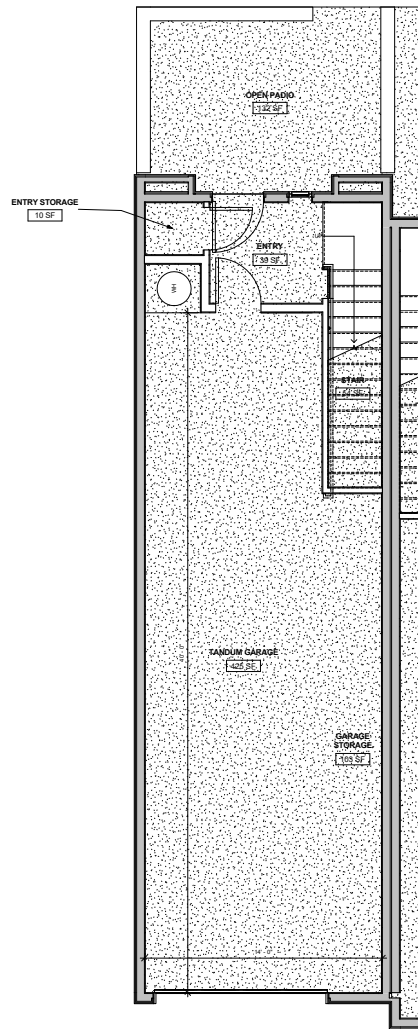
2 BLDG B - EAST ELEVATION
3/16" = 1'-0"



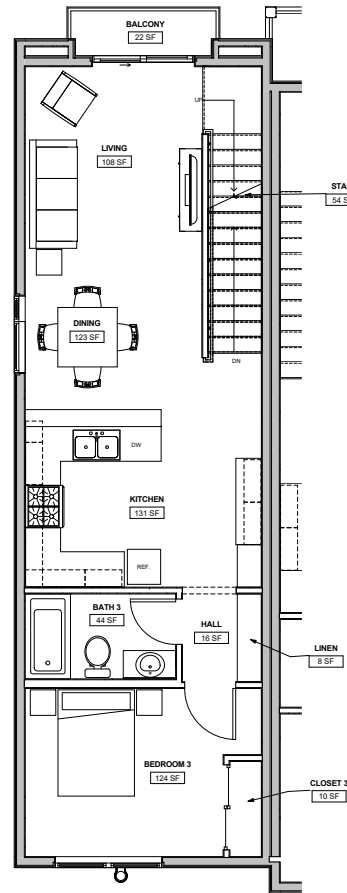
3 BLDG B - SOUTH ELEVATION
3/16" = 1'-0"

ELEVATION LEGEND

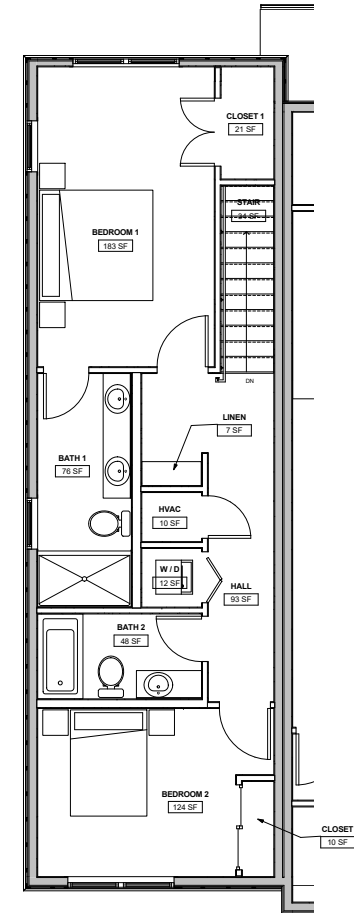
- | | |
|----------------------------|---|
| 1 FASCIA BOARD | 9 CHAMFERED WOOD COLUMNS |
| 2 VINYL WINDOW SYSTEM | 10 ATTIC VENT |
| 3 DECORATIVE LIGHT FIXTURE | 11 GUTTER AND DOWNSPOUT |
| 4 STUCCO FINISH | 12 DECORATIVE METAL ROLLUP GARAGE DOOR |
| 5 BOARD AND BATTEN FINISH | 13 TRASH ENCLOSURE, METAL GATES PAINTED TO MATCH BOARD & BATTEN SIDING |
| 6 HARDIE BOARD ACCENT TRIM | 14 ASPHALT SHINGLE ROOFING |
| 7 WOOD TRELLIS | 15 3/8" WALL, 1/8" SOLID MATERIAL ABOVE 1/8" WILL BE WROUGHT IRON PER CODE SECTION 16-306(A)(8) |
| 8 DECORATIVE CORBEL | |



1 FIRST FLOOR
38' x 110'

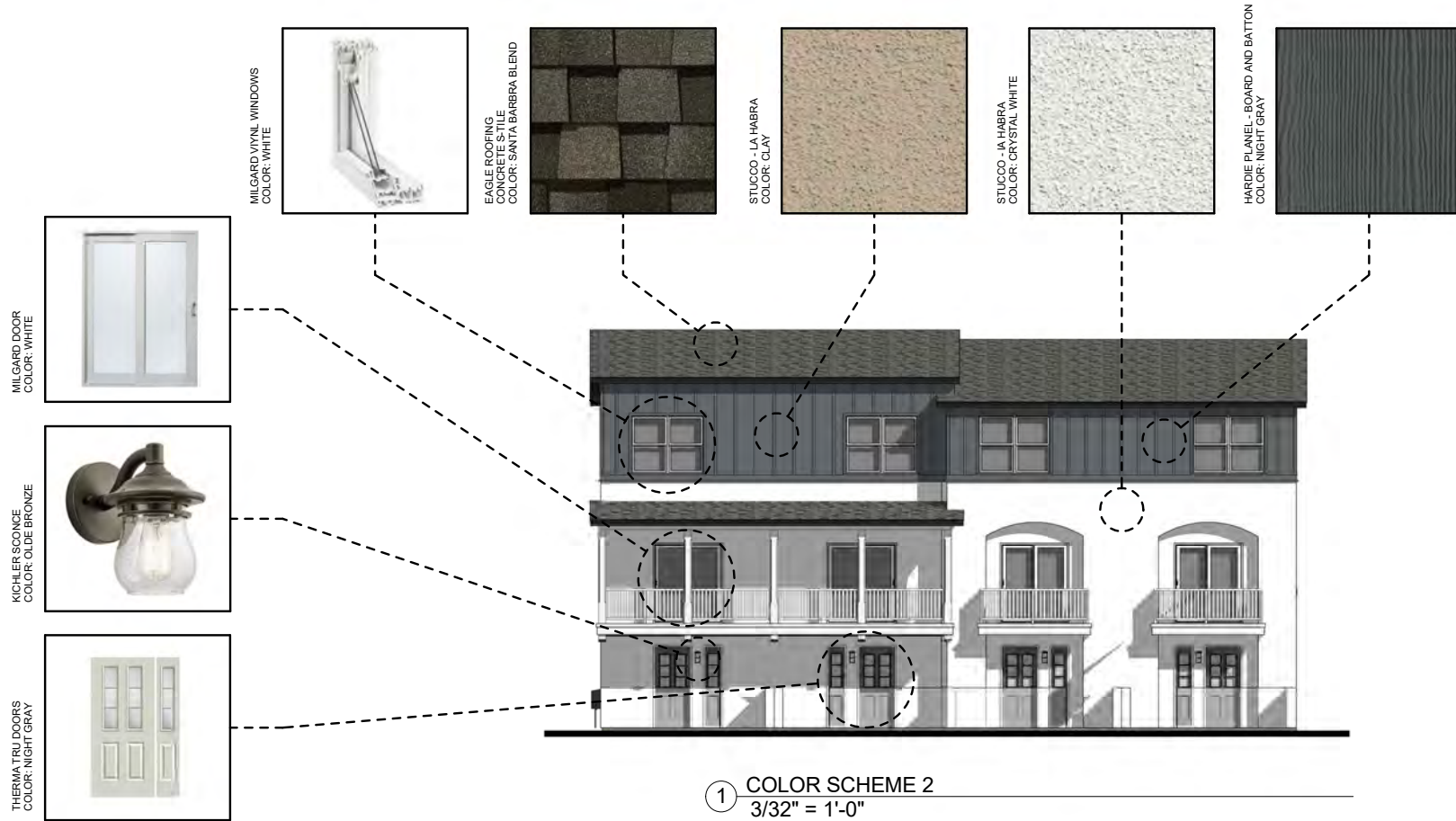


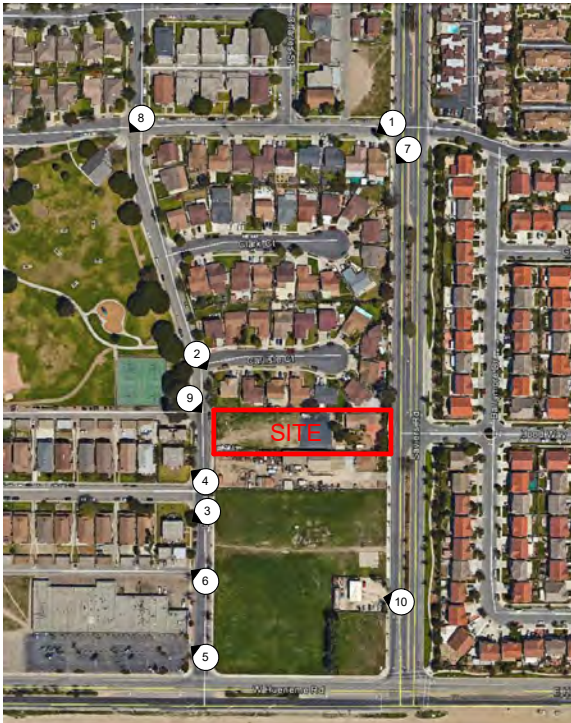
2 SECOND FLOOR
38' x 110'



3 THIRD FLOOR
38' x 110'







2



1



4



3



6



5



10



9



8



7



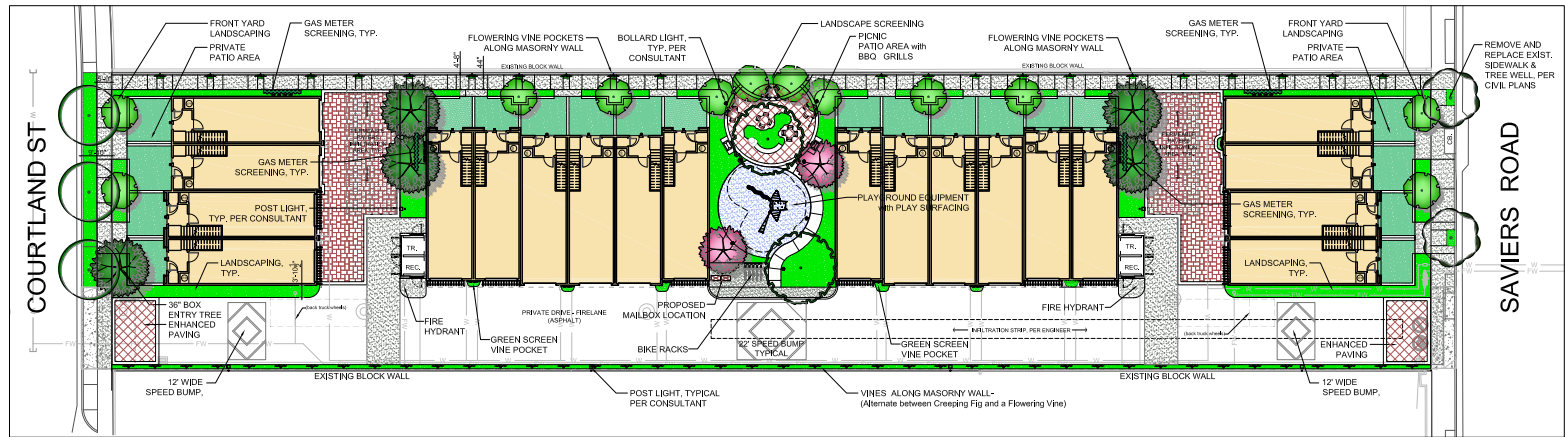
CONTEXT IMAGES

SAVIERS ROAD HOUSING

5489 S. Saviers Rd, Oxnard, Ca 93033
Prepared for: JBGR Investment, LLC 1105 Walnut Drive, Oxnard, CA 93036

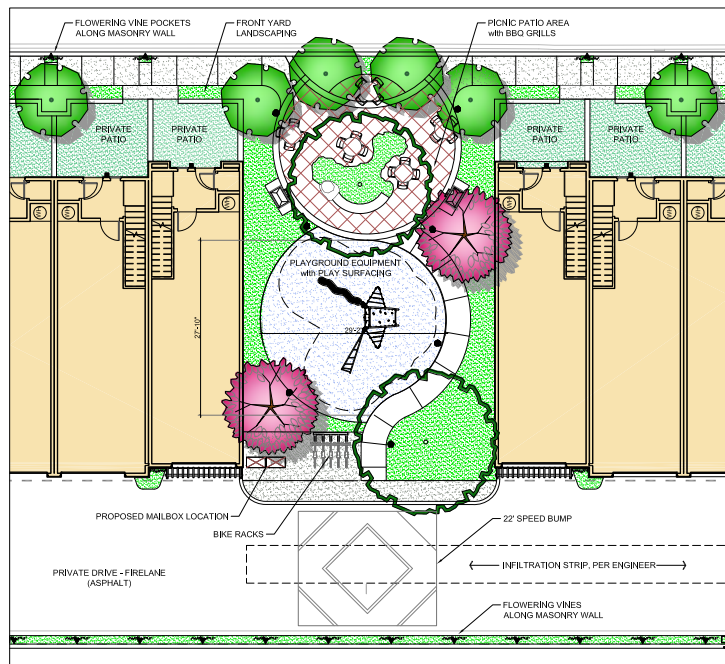
A6.00

REV 3 17MAR09



OVERALL SITE

Scale: 1" = 1/16"



REC. AREA ENLARGEMENT

Scale: 1" = 1/8"

CONCEPT SHRUB LIST

Landscape Planting shall comply with City of Oxnard Landscape Water Conservation Standards

SHRUBS	CONT.
Agave attenuata 'Palm Fan' / Dwarf Blue Lily of the Nile	1 gal.
Argemone flexilis 'Big Red' / Red Kangaroo Paw	5 gal.
Artemisia x 'Floss Castle' / Floss Castle Artemisia	5 gal.
Calliandra haematocephala / Pink Powder Puff	1.5 gal.
Carex macrocarpa 'Tudor' / Natal Plum	5 gal.
Dietes bicolor / Portnight Lily	5 gal.
Hemerocallis x 'Yellow' / Daylily	1 gal.
Phormium tenax 'Firebird' / Fire Bird Flax	5 gal.
Podocarpus gracilis 'Column' / Fern Pine	5 gal.
Polygala x dalmaniana / Sweet Pea Shrub	5 gal.
Rhaphiophloe umbellata 'Minor' / Yadda Hawthorn	5 gal.
Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal.
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary	5 gal.

Private Patio Area	
Common Landscaped Area	
Enhanced Paving	
Permeable Pavers	
Underground Infiltration Area	

CONCEPT TREE LIST

Tree selections shall be coordinated with Public Works

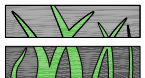
STREET TREE	CONT.
CONTAINER: 36" box	
Coprosopos avicennoides / Carrot Wood Tree	1 gal.
CONTAINER: 36" box	
Copaiba excelsa / Crown of Gold Tree	5 gal.
Coprosopos avicennoides / Carrot Wood Tree	5 gal.
Cordia alliodora / Thornless Honey Locust	5 gal.
CANOPY TREE	
CONTAINER: 24" box	
Koeleria banyana / Chinese Flame Tree	5 gal.
Copaiba excelsa / Crown of Gold Tree	1 gal.
PATIO TREE	
CONTAINER: 24" box	
Acacia robusta / Pearl Acacia	5 gal.
Magnolia grandiflora 'Little Gem'	5 gal.
LARGE TREE	
CONTAINER: 36" box	
Arbutus x 'Marian' / Arbutus Standard	5 gal.
Trochodendron araliifolium / Brisbane Box	5 gal.
ACCENT TREE	
CONTAINER: 24" box	
Lagerströmia indica / Cape Myrtle	5 gal.
Tabebuia impetiginosa / Pink Trumpet Tree	5 gal.

LANDSCAPE NOTES:

1. Landscaping will comply with the application City of Oxnard Standard
2. At the time of landscape plan check submittal, the 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.
3. At the time of landscape plan check submittal, all landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards.
4. Landscaping elements shall not block views from windows.
5. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.

SAVIERS ROAD HOUSING

CONCEPTUAL LANDSCAPE PLAN



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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: November 14, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "mf", located to the right of the "FROM:" field.

SUBJECT: Utility Fee Adjustment Ordinance and Procedures (5/10/5)

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

RECOMMENDATION:

That City Council:

1. Approve the first reading by title only and waive further reading of an ordinance amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees; and
2. Adopt a resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

BACKGROUND

1. Ordinance amending section 2-183 of the Oxnard City Code.

In conjunction with the City Clerk, the City Attorney's Office, and the City Treasurer, the City Manager's Office is pursuing updates to the Oxnard City Code ("OCC") to create an administrative appeal process for parties seeking adjustment or refund of utility fees. The proposed ordinance authorizes the City Council to adopt a resolution establishing an administrative appeal process for customers seeking adjustments or refunds of utility fees prior to filing a claim.

2. Resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

Utility Fee Adjustment Ordinance and Procedures (5/10/5)

November 14, 2017

Page 2

On occasion, staff receives requests for refunds or billing adjustments for utility fees. OCC Section 2-183 requires a customer seeking a refund or adjustment of utility fees to go through the City's standard claims process. Absent an OCC amendment authorizing the City Council to establish an administrative appeal process, staff does not have the authority to issue refunds or make billing adjustments for utility fees without going through the standard claims process. Staff seeks the measured discretion to review requests and issue one-time refunds or one-time billing adjustments of up to \$1,000 per customer account.

Under the proposed resolution, the City Manager or his or her designee would have the authority to conduct a review and refund or make a billing adjustment, in whole or in part, for utility fees (water, wastewater, refuse) and utility related fees up to \$1,000 per customer account. Utility related fees include disconnect and reconnect fees, notice fees, after hours fees, meter removal fees, backflow fees and return check fees. Any disputes over refunds or billing adjustments in excess of \$1,000 will be filed pursuant to the claims process detailed in OCC Section 2-183.

Under the proposed administrative appeal process: (1) all billing adjustments must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the bill was issued; (2) all requests for review of refunds must be submitted to City Manager via a "request for review form" no later than twelve months after the date the customer paid the utility fees of which refund is requested; and (3) all requests for review shall be signed and include the name and address of the customer; the facts and reason on which the request is based and may include the date and method of payment of utility fees of which refund is requested.

The decision to administer a refund or issue a billing adjustment would be based on the following: (1) an examination of the nature of the request for review and any supporting documents; (2) a review of the dates and frequency of prior requests for refunds or billing adjustments of utility fees or other city fees; (3) the customer's payment history with the city; and (4) any other criteria relevant to the determination.

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

The fiscal impact will depend on the amount of refunds or billing adjustments that are granted. Information will be collected to assess the financial impact of the policy.

Utility Fee Adjustment Ordinance and Procedures (5/10/5)

November 14, 2017

Page 3

ATTACHMENTS:

ORDINANCE AMENDING SECTION 2-183

RESOLUTION ADOPTING ADMINISTRATIVE UTILITY FEES APPEAL PROCESS

ORDINANCE OF THE CITY OF OXNARD**ORDINANCE NO. _____****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
SECTION 2-183 CONCERNING REFUNDS OF TAXES, ASSESSMENTS AND UTILITY
FEES**

WHEREAS,—customers seeking refunds or adjustments of utility fees must file claims pursuant to Oxnard City Code section 2-183; and

WHEREAS, the City wishes to streamline the process for review of disputed utility fees under \$1,000 and delegate authority for administrative review.

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

Part 1. Section 2-183 of Article III of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-183. CLAIMS FOR REFUND OF TAXES, ASSESSMENTS AND UTILITY FEES.

(A) The provisions of this section are enacted pursuant to Cal. Gov't Code, Section 935 and shall apply to all claims presented to the city for refund of taxes, assessments or utility fees levied or imposed by the city. For purposes of this section, "utility fees" shall mean fees for water services, wastewater services or solid waste collection services.

(B) A claim for refund shall be in writing, signed under penalty of perjury by the claimant or the claimant's guardian, executor, conservator or administrator and shall be filed with the city clerk no later than one year after the date the claimant paid the taxes, assessments or utility fees of which refund is requested.

(C) A claim shall include the name and address of the claimant or the name and address of the claimant's guardian, executor conservator or administrator; the facts and reason on which the claim is based; the date and method of payment of the taxes, assessments or utility fees of which refund is requested; and the name and title of the person to whom such payment was made.

(D) No claim may be filed on behalf of a class of claimants.

(E) No suit for refund of taxes, assessments or utility fees shall be filed unless a claim has been filed and rejected in accordance with this. Any such suit shall be commenced within six months from and after the date on which the city council rejects the claim. No recovery shall be allowed in any such suit on any ground not specified in the claim.”

(F) Prior to filing a claim pursuant to this section any party seeking a refund or adjustment of utility fees that does not exceed one thousand dollars (\$1,000) shall file for review of the dispute utilizing the administrative appeal process adopted by City Council resolution.

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause this ordinance to be published with fifteen (15) calendar 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(a). Ordinance No. _____ was first read on _____, 2017, and finally adopted on _____, 2017, 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ADOPTING AN ADMINISTRATIVE APPEAL
PROCESS FOR PARTIES SEEKING ADJUSTMENT OR
REFUND OF UTILITY FEES AND UTILITY-RELATED FEES

WHEREAS, customers seeking refunds or adjustments of utility fees must file claims pursuant to Oxnard City Code section 2-183; and

WHEREAS, on occasion City staff receives requests from customers to resolve disputes for refunds or adjustments of utility fees; and

WHEREAS, an administrative appeal process for disputes of less than \$1,000 will provide a more efficient means of addressing utility customer concerns; and

WHEREAS, Oxnard City Code section 2-183 has been amended to add subsection (F) to provide that any party seeking a refund or adjustment of utility fees of less than one thousand dollars (\$1,000) shall file for review of the dispute utilizing an administrative appeal process adopted by City Council resolution.

NOW, THEREFORE, the City Council resolves to adopt the administrative appeal process attached hereto as Exhibit A and incorporated by reference; which process shall take effect upon the effective date of the ordinance adding subsection (F) to City Code section 2-183.

PASSED AND ADOPTED THIS _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

ADMINISTRATIVE APPEAL PROCESS FOR PARTIES
SEEKING ADJUSTMENT OR REFUND OF UTILITY FEES
AND UTILITY RELATED FEES1. DEFINITIONS

- A. "Utility fees" shall mean fees for water services, wastewater services or solid waste collection services.
- B. "Utility-related fees" shall include, but not be limited to, disconnect/reconnect fees, notice fees, after hours fees, meter removal fees, backflow fees, and returned check fees.
- C. "Refund" shall mean the difference between the original amount paid by the customer and the corrected utility fees charged to the customer.
- D. "Adjustment" shall mean the difference between the original utility fees charged to the customer and the corrected or disputed utility fees charged to the customer.

2. OVERVIEW

Prior to filing a claim pursuant to Oxnard City Code Section 2-183, any party seeking a refund or adjustment of utility fees of up to one thousand dollars (\$1,000) shall file for review of the dispute utilizing this administrative appeal process. This process in no way affects the authority for staff to make appropriate corrections to billing errors as detailed in Resolution No. 15,043. All references to the City Manager in this policy also include the City Manager's designee. All references to utility fees also include utility related fees.

3. APPEAL PROCESS FOR ADMINISTERING BILLING ADJUSTMENTS OR REFUNDS

- A. All requests for review of billing adjustments must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the bill was issued.
- B. All requests for review of refunds must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the customer paid the utility fees for which the refund is requested.

- C. All requests for review shall be signed and include the name and address of the customer, the facts and reason on which the request for review is based, and may include the date and method of payment of utility fees for which a refund is requested.
- D. The decision of the City Manager to administer a refund or issue a billing adjustment shall be based on the following criteria:
- (1) An examination of the nature of the dispute and any supporting documentation;
 - (2) A review of the dates and frequency of prior requests for refunds or billing adjustments of utility fees or other city fees;
 - (3) The customer's payment history with the city; and
 - (4) Any other criteria relevant to the determination.
- E. If a disputed bill is the result of a water leak on the customer's premises and one which would not be brought to the attention of the customer except on the receipt of a high bill, the city may issue a refund or make an adjustment for one month usage only on the wastewater portion of the bill by averaging the amount charged over a similar period. Such average shall normally be based on not less than twelve comparable months or a shorter period only if the account is active for a lesser period.

If the high bill is the result of leaks in plumbing where the customer is deemed to have constructive knowledge of such leaks, then no refund or billing adjustment shall be made.

When no leaks can be determined, a calibration test of the meter will be made upon the customer posting the current fee for calibration test with the City Manager.

- (1) If the meter is found faulty, the customer is entitled to a refund or billing adjustment for any excess in water and wastewater charges caused by the faulty meter, and the customer is entitled to a refund for the calibration test fee.
 - (2) If the meter test shows the meter is accurate and no other explanation of high consumption can be determined, then, no refund or billing adjustment shall be made and the customer will be responsible for the calibration test fee.
- F. The City Manager may issue a one-time refund or make a one-time billing adjustment, in whole or in part, for disputed utility fees up to an amount of \$1,000 per customer account. Requests for review of refunds or billing adjustments in excess of this amount shall be filed pursuant to the claims process detailed in Oxnard City Code section 2-183.

- G. This resolution does not preclude the City Manager from issuing a refund of the remaining credit balance of an account that has been closed and is in good standing, where the customer does not owe any other balance to the city.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Agreement with Ventura County to Assist with Rice Avenue Grade Separation Project (5/10/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute an agreement with the County of Ventura to have its Transportation Department assist the City in the Rice Avenue Grade Separation Project over Fifth Street (State Route 34) and the Union Pacific Railroad; and
2. Approve a budget appropriation in the amount of \$150,000 from Circulation Systems Improvement Fees Fund 354.

BACKGROUND

The Rice Avenue railroad crossing is currently listed as the third most dangerous railroad crossing in the State of California as determined by the California Public Utilities Commission's Grade Separation Program Priority List for Fiscal Years 2016-2017 and 2017-2018.

The City of Oxnard (City) is designing a bridge on Rice Avenue above Fifth Street and the Union Pacific Railroad tracks. The City took on this endeavor as part of an effort to enhance safety and facilitate commerce by improving intermodal access to Port Hueneme. The estimated

Agreement with Ventura County to Assist with Rice Ave Grade Separation Project (5/10/10)

November 14, 2017

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total project cost is approximately \$78 million. The majority of the project cost is eligible for State funding.

In order to qualify for State funding, the City must complete the project's preliminary design and environmental impact report (EIR). At tonight's City Council meeting, staff is also bringing forward to the Council an agreement amendment with WKE Inc., a civil engineering consultant to complete the project's preliminary design and EIR effort.

Staff has solicited Ventura County's Transportation Department (County) to assist the City in this complicated project. The County has in-depth experience and knowledge in design and construction of similar projects throughout Ventura County. The City will pay the County its employees' hourly rate without overhead up to a maximum of \$500,000 through final design.

While the total amount of the agreement is \$500,000, staff is limiting its appropriation request at this time to \$150,000 in order to complete the preliminary design and EIR effort. Staff will return to Council with an additional request of a budget appropriation for the remaining final design services in the future.

This agreement was presented at the Transportation Policy Committee Meeting on September 28, 2017. The Committee members recommended giving it to the City Council for approval.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$150,000 for project management from Fund 354 Circulation Systems Improvement Fees to Rice Avenue at 5th Street Project No. 133101 (Account No. 354-3109-826.82-09). With the appropriations of this request along with appropriation for the 2nd amendment for WKE in the amount of \$1,023,500, the current preliminary unaudited estimated year-end FY2016-17 fund balance for Fund 354 is \$2.4 million.

ATTACHMENTS:

Agreement with Ventura County to Assist with Rice Ave Grade Separation Project (5/10/10)

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Attachment A - Agreement with the County of Ventura

Attachment B - Rice Avenue 5th Street Project #133101

AGREEMENT TO PROVIDE PROJECT SERVICES

This agreement ("Agreement") is entered into on the ____ day of _____, 2017 ("Effective Date"), by and between the County of Ventura ("County") and the City of Oxnard ("City"), hereafter also individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the City has determined to enter into the construction of the Rice Avenue/ Fifth Street Grade Separation project ("Project"); and

WHEREAS, the City desires to have the County provide, under the authority of Government Code section 23008, Project services to oversee development, design, and construction; and

WHEREAS, the County desires to provide these Project services to the City.

NOW, THEREFORE, the County and the City hereby agree as follows:

1. **Scope of Services.** Upon written request by the City, the specific services to be provided by County (collectively, the "Services") regarding the Project include:
 - a. Assist the City to coordinate Project activities with all external agencies, including but not limited to the Union Pacific Railroad ("UPRR"), the California Department of Transportation ("Caltrans"), state or federal funding agencies, consultants, and other stakeholders.
 - b. Assure that all activities during the Project development process adhere to state and federal guidelines, due to the Project's potential state and federal funding.
 - c. Oversee the development of the Project Approval study and Environmental Document (PA/ED) prepared by consultants.
 - d. Supervise, coordinate, and review work prepared by all consultants. Provide technical oversight of consultants' work product and provide review comments and guidance.
 - e. Provide engineering guidance and oversight of technical issues associated with design, environmental clearance, right-of-way acquisition, and Project costs.
 - f. Oversee the preparation of the plans, specifications, cost estimate (PS&E), and other contract documents.
 - g. Oversee the construction administrator/resident engineer during construction of the Project.
 - h. Follow Caltrans procurement guidelines when assisting the City in selecting and hiring consultants to provide engineering and environmental services (both CEQA and NEPA). The City will contract with and pay the consultants.
 - i. Assist the City in contract negotiation with consultants.
 - j. Review invoices from all consultants and make recommendations to the City regarding payment, invoice accuracy, and Project progress.
 - k. Provide guidance to City regarding financial aspects of the Project.

- l. Assist City in seeking and receiving authorization from Caltrans to use federal funds for design, environmental documents, and permission to use rights-of-way.
 - m. Assist City in setting budgets and monitoring the use of funds.
 - n. Coordinate activities with Caltrans and funding and regulatory agencies involved in the Project.
 - o. Provide monthly progress reports and updates to the City's public works director and assist, as requested, with communications to other City bodies, including but not limited to City Council, City's Utilities Task Force, and/or the City's management team.
 - p. Assist the City in State funding application, Project outreach, public meetings, workshops, and request for proposal (RFP) preparation.
 - q. Assist the City in preparing task orders for the Project.
2. Cost and Payment for Services.
 - a. Estimated Cost. The estimated cost of providing all Services for this Project through final design is \$500,000. Costs for services during the construction phase will be determined when final design is completed.
 - b. Compensation. The City will pay the County fees for Services performed at the County staff's hourly contract service rates, as shown in the County's most recently adopted fee resolution, a copy of which is attached hereto and incorporated herein by this reference. Rates in the County's fee resolution are normally revised on an annual basis and, upon 30 calendar days' written notice to the City, each revised fee resolution shall supersede the latest one and automatically be incorporated herein.
 - c. Consultants. Work performed by any County consultant who provides services regarding the Project will be charged at cost, without added overhead, at the rate specified in the consultant's contract with County, a copy of which the County shall provide to the City within ten (10) business days of that contract's approval.
 - d. Billing. County shall prepare and send to City monthly invoices for County Services within 60 calendar days of the month's end. The invoices shall state the Project name, the number of hours worked per Service on the Project, by whom each Service was provided, and the hourly rate per Service ("Invoice").
 - e. Payment. City shall pay County the full undisputed amount of the Invoice within sixty (60) calendar days of the date of the Invoice. If City disputes any charge(s) in the Invoice, the City must notify County within fifteen (15) business days of the date of the Invoice of the disputed charge(s).

- f. Reserve Establishment. As required by Government Code section 23008, before County begins performing Services, City must reserve an amount 10 percent in excess of the estimated cost of the agreed upon Services from City's funds.
3. Term. This Agreement shall go into effect upon execution by the Parties. Unless otherwise provided by law, this Agreement shall remain in effect until the Project set forth herein and in the Recitals is completed or a Party terminates the Agreement in accordance with paragraph 7.
4. Representatives. The County's Public Works Agency Director, or his or her designee, shall be the administrator of this Agreement for County and is authorized to sign this Agreement on behalf of County. The Assistant City Manager, or his or her designee, shall be the administrator of this Agreement for City.
5. Addresses for Notice and Payment. Any notice or payment to be given or made pursuant to this Agreement, including a change in the address to which notices are to be sent, shall be given by personal delivery to the other Party or by mail addressed as follows:
- | | |
|------------------------------------|----------------------------|
| <u>County</u> | <u>Oxnard</u> |
| Transportation Department | City Manager's Office |
| Ventura County Public Works Agency | City of Oxnard |
| 800 S. Victoria Ave. | 300 W. Third St.—4th Floor |
| Ventura, CA 93009-1620 | Oxnard, CA 93030 |
6. Amendment of Agreement. This Agreement may be amended only in writing upon mutual consent of the Parties.
7. Termination of Agreement. This Agreement may be terminated by either Party without cause or for any reason by providing 30 days' written notice of termination to the other Party (Notice of Termination). If any Services agreed to be performed under the Agreement have not been completed as of the date of the Notice of Termination, County shall complete such Services unless City directs County in writing to not complete such Services. In any event, City shall pay County for all Services performed even if partially complete.
8. Insurance. The County shall require each of its consultants to obtain and carry throughout the term of the Project the insurance as described in INS-A, which is attached hereto and incorporated herein by this reference. For each insurance policy, the consultant shall name the City of Oxnard as an additional insured.
9. Hold Harmless, Defense and Indemnification. The City shall hold harmless, defend (with counsel reasonably acceptable to the County), and indemnify County, its boards, officers,

agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of City, its boards, officers, agents, and employees. County shall hold harmless, defend (with counsel reasonably acceptable to the City Attorney), and indemnify the City, its boards, officers, agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of County, its boards, officers, agents, and employees. The County shall include a copy of its portion of the hold harmless, indemnity, and defense requirements in any contract with any consultant and contractor providing services for the Project, substituting the County's requirement with the consultant or contractor's requirement to hold harmless, defend and indemnify the City under the same circumstances as those listed above.

10. Records and Audit. Each Party agrees to retain and preserve all relevant records pertaining to the Services under this Agreement for at least three (3) years after final payment under this Agreement, in accordance with that Party's applicable policy for records retention, as required as a condition of receiving or using any grant funding, and as otherwise required by law. Each Party shall allow the other Party to inspect and copy any such records upon reasonable request, whether or not the requesting Party is being audited by the State Auditor. The County shall include a copy of this requirement, substituting its own records retention requirement and any grant requirement if longer than three (3) years, in all contracts with consultants and contractors involved with the Project. The County shall obtain these records from such consultants and contractors upon direct or indirect request by the State Auditor or the City.
11. Independent Public Entities. County and City are independent public entities. Any employees, agents, or contractors of County engaged in provision of Services to City under this Agreement will be entirely and exclusively under the direction, supervision, and control of County and shall not be deemed employees of City for any reason. Any employees, agents, or contractors of City, engaged in any work on the Project will be entirely and exclusively under the direction, supervision, and control of City, except as explicitly provided in this Agreement, and shall not be deemed employees of County for any reason.
12. Non-Assignability. Each Party shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the other Party's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and the assigning Party shall hold harmless, defend, and indemnify the other Party and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

13. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
14. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.
15. Integration. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of the Parties regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements, and promises.
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to the Representatives' email addresses shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the Effective Date.

CITY OF OXNARD**COUNTY OF VENTURA**

Tim Flynn, Mayor Date

Jeff Pratt, Director,
Public Works Agency Date

ATTEST:

Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

Stephen Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Thien Ng,
Interim Public Works Director Date

APPROVED AS TO CONTENT AND
AMOUNT:

Ruth Osuna,
Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

SCHEDULE OF
2017-2018 SERVICE RATES & FEES

All service rates are presented on an hourly basis unless otherwise indicated

TRANSPORTATION*

Administrative Assistant I - NE	
Administrative Assistant II - NE	72.15
Deputy Director-PWA	93.15
Director-Transportation	205.91
Engineer I	237.88
Engineer II	76.65
Engineer III	106.24
Engineer IV	138.87
Engineering Aide	153.62
Engineering Mgr I	62.02
Engineering Mgr II	146.30
Engineering Mgr III	165.29
Engineering Technician I	186.58
Engineering Technician II	62.21
Engineering Technician III	70.45
Engineering Technician IV	78.11
Management Assistant III	98.27
Office Assistant IV	70.54
Public Works Inspector I	68.77
Public Works Inspector II	74.38
Public Works Inspector III	87.16
Retiree - Extra Help	102.81
Staff/Services Specialist I	58.57
Staff/Services Specialist II	86.72
Senior PW Inspector	106.81
Senior Transportation Analyst	91.10
Student Worker I - Extra Help	88.05
Student Worker II - Extra Help	19.69
Student Worker III - Extra Help	19.69
	20.69

* Rates include costs for Accela Automation upgrade

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Robert Hearne

Date: October 4, 2017
Phone: x7832

Reason for Appropriation:

Agreement with County of Ventura Transportaion Department to assist the City in managing Rice Avenue at 5th Street Project #133101

Accounts and Descriptions

AMOUNT

Fund: 354- Circulation Systems Improvement Fees Fund

Expenditures/Transfers Out

Project 133101 - Rice Avenue at 5th Street

354-3109-826.82-09 CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACTS 150,000

Sub-total Expenditures 150,000

Net Change to Fund Balance (150,000)

Net Appropriation Change 150,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Second Amendment to Agreement No. 6944-14-DS with WKE, Inc. (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement No. 6944-14-DS with WKE, Inc., to complete the preliminary design effort for the Rice Avenue Grade Separation Project, in the amount of \$1,023,469.82, which will increase the total cost of the Agreement to \$2,943,468.82.
2. Approve a budget appropriation in the amount of \$1,023,500 in Circulation System Improvement Fees Fund 354, Account No. 354-3109-826.82-09 for Project No. 133101 Rice Avenue at Fifth Street Grade.

BACKGROUND

The City's adopted 2030 General Plan includes the construction of a bridge at Rice Avenue and Fifth Street in order to grade separate the intersection. The City took on this endeavor as part of an effort to enhance safety and facilitate commerce by improving intermodal access to Port Hueneme. The estimated total project cost is approximately \$78 million. This project will involve multiple agencies including the Union Pacific Railroad Company, the California Public

Second Amendment to Agreement No. 6944-14-DS with WKE, Inc. (5/5/5)

November 14, 2017

Page 2

Utilities Commission, the California Department of Transportation (Caltrans), and the County of Ventura (County).

The City put out a request for qualification (RFQ) for environmental and preliminary engineering services related to the project. Through this process, a selection panel representing the City, the County, and Caltrans reviewed the three proposals that were submitted in response to the RFQ. The two highest rated consulting firms were invited for interviews. The panel selected WKE, Inc., as the most qualified for the project.

On January 27, 2015, the City Council approved the initial agreement with WKE, Inc., in the amount of \$975,081 for preliminary engineering and environmental impact report (EIR) services. The project was funded by the federal government's Surface Transportation Program (88%) and Local Circulation System Improvement Fund (12%).

In 2015, Caltrans determined that additional environmental studies were necessary to reduce the risk of challenges to the project's environmental document. These additional environmental studies included the preparation of: an air quality conformity analysis report, noise study report, Extended Phase I proposal, Extended Phase I survey, and Extended Phase I report, and an initial study/environmental assessment with mitigated negative declaration.

On July 12, 2016, the City Council approved the First Amendment with WKE, Inc., in the amount of \$944,918 for the additional environmental document and advanced preliminary engineering services, which brought the total contract amount to \$1,919,999. The project was funded by the federal government's Surface Transportation Program (88%) and Local Circulation System Improvement Fund (12%).

In order to qualify for State funding for the remaining project costs, the City must complete the project's preliminary design and environmental impact report (EIR). The Second Amendment will include the preliminary design (30% design completion) effort for the project, add \$1,023,469.82 for a new total of \$2,943,468.82, and extend the term of the agreement to June 31, 2018.

This Second Amendment was presented at the Transportation Policy Committee Meeting on September 28, 2017. The Committee members recommended going to City Council for approval.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide

Second Amendment to Agreement No. 6944-14-DS with WKE, Inc. (5/5/5)

November 14, 2017

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maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The cost of the amendment is \$1,023,469.82, which increases the total value of the agreement to \$2,943,468.82. Approval of this action would require an appropriation of \$1,023,500 from Circulation System Improvement Fees Fund 354 Fund Balance to Rice Avenue at Fifth Street Grade (Project No. 133101 / Account No. 354-3109-826.82-09). With this appropriation, the preliminary unaudited estimated year-end FY 2016-2017 fund balance for Fund 354 is \$2.4 Million.

ATTACHMENTS:

Attachment A: Second Amendment to Agreement No. 6944-14-DS

BA - PW Staff Report 1906 - Second Amendment to Agreement No. 6944-14-DS with WKE

Agreement No. 6944-14-DS

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and WKE Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on November 3, 2014, by City and Consultant. The Agreement previously has been amended on June 1, 2016, by a First Amendment.

City and Consultant agree as follows:

1. Effective November 14, 2017, Section 1 ("Scope of Services") of the Agreement, Exhibit A and Exhibit A1 are supplemented by Exhibit A2, attached hereto and incorporated in full herein by this reference.
2. Section 8 ("Time for Performance") of the Agreement is deleted and replaced with the following:

"The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. 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. In section 12 ("Term of Agreement") of the Agreement, the date "December 31, 2017," is replaced by the date "March 31, 2019."
4. Subsection a of section 14 ("Compensation") of the Agreement is amended as follows:
 - a. The figure of "\$1,919,999" is replaced by the figure "\$2,943,468.82."
 - b. Exhibit C and Exhibit C1 are supplemented by Exhibit C2, attached hereto and incorporated in full herein by this reference.
5. In Section 36 ("Counterparts") of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

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

[Signatures on next page]

Agreement No. 6944-14-DS

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

CITY OF OXNARD

WKE Inc.

☒ Tim Flynn, Mayor Date
(if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Purchasing Agent (if agreement is up to \$25,000.00)

Wei Kuo, President

Date

Angela, Kuo, President

Date

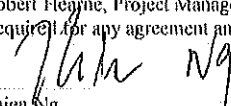
ATTEST:

Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 10/17/17
Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

 10.16.17
Robert Fleagle, Project Manager Date
(required for any agreement amount)
 10-18-17
Thien Ng, Interim Public Works Director Date
(if agreement is \$25,000.01 or more)

Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date
(required for any agreement amount)

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

PLEASE DO NOT
REMOVE THIS BOX

EXHIBIT A2
SCOPE OF SERVICES

SCOPE OF SERVICES

TASK 1.0 – PROJECT MANAGEMENT

TASK 1.1 – Coordination Meetings/Minutes

Consultant's Project Manager will hold coordination meetings with the City and other stakeholders to discuss technical issues associated with the completion of the 30% project plans. Coordination meetings will be held as necessary to discuss technical work and management-related issues. Minutes of Project meetings will be prepared by Consultant and will be distributed to attendees and to the City within five working days. Consultant will make available for review, the minutes of each meeting at each succeeding meeting. Consultant's Project Manager will hold conference calls and maintain written communication with the City of Oxnard, VCTC, Caltrans and the County of Ventura.

TASK 1.2 – Meetings with Caltrans

Consultant's Project Manager will hold meetings with Caltrans' functional unit as often as necessary to discuss technical issues and to facilitate the progress of the work and review comments. Minutes of design meetings will be prepared by the Consultant and will be distributed to attendees and to the City within five working days.

TASK 1.3 – Update Project Management Plan (PMP) and QA/QC Plan

The PMP and QA/QC Plan will be updated to reflect the 30% submittal tasks.

TASK 1.4 – Project Documentation and Correspondence

Copies of all correspondence received from Caltrans, or any other agency, will be forwarded to the City within five days of receipt. In addition, five days prior to sending correspondence to another agency for review, a copy will be provided to the City. Correspondence will be provided in electronic format.

After Caltrans 30% review of the submittal, Consultant will address all comments in a comment/resolution matrix and forward the matrix to Caltrans and the City. The matrix will be used to implement applicable comments for the subsequent design submittal.

TASK 1.5 – Project Team Coordination (Internal)

Consultant's Project Manager will conduct weekly meetings with the Consultant's Design Staff to discuss the progress of the work and to monitor the design. Internal team coordination is expected to occur every day during design development. Consultant will maintain project files that are indexed in accordance with Caltrans' Project Development Uniform File System. All correspondence will be filed and copies submitted to the City for review. At the completion of the contract, all project files and correspondence will be turned over to the City.

TASK 1.6 – Project Team Coordination (Subconsultants)

Consultant's Project Manager will conduct weekly meetings with its Subconsultants to discuss the progress of the work and to monitor the design. Consultant will coordinate the activities of the Subconsultant Team. All correspondence with the Subconsultant Team will be filed and turned over to the City at completion of the assignment, if required.

TASK 1.7 – Progress Reports/Invoices

Monthly, Consultant will prepare and submit to the City a progress report indicating the progress achieved at the Project Task level. The report will summarize the actual progress compared with the estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline on the process, which the Consultant and the City will follow to rectify the problem(s). The progress report will be submitted with the monthly invoice.

TASK 1.8 – Right-of-Entry Permits

Consultant will coordinate with Caltrans, City, County of Ventura and all property owners to obtain all the necessary permits required to enter their property and perform surveys, and geotechnical field investigations.

TASK 1.9 – California Public Utilities Commission (CPUC) Nomination Application

Consultant will prepare application to nominate Rice Avenue Grade Separation in response to the CPUC Order Instituting Investigation for Railroad Program and funding nominations.

TASK 1.10 – Project Schedule

Consultant will prepare a bar chart schedule for submittal to the City as requested. The schedule will include all milestones, tasks and subtasks, review periods, and coordination activities. Consultant will maintain a detailed Project Schedule and will submit it monthly to the City. The status of Project Tasks, derived from the Project Schedule and agreed to by the City, will be referenced to the original planned date, forecast date, and actual date. The target (base) schedule will be displayed on the bar chart for all activities.

TASK 2.0 SURVEYS -**TASK 2.1 – Design Surveys*****Verification of Control Used:***

Consultant will research existing control, and verify with Caltrans whether the previous surveyors control was acceptable. Consultant will coordinate with Caltrans District 7 to insure control requirements are met for the PS&E stage. Scope includes occupying previous control utilized by original surveyor, researching Caltrans Control requirements, meeting and determining path for PS&E level control, and re-surveying control network (either new or original, as determined).

Verification of Existing Right-of-Way and Property Lines:

Consultant will review, validate and/or correct the existing Right-of-Way/Property Lines as prepared for the Project Report phase for Sturgis Rd, Discovery Dr, Rice Ave, Sr-34/Fth St, and Eastman Ave. Consultant will field survey and search for controlling monumentation as depicted on existing maps, survey documents, and other research performed by Consultant. Upon completion of this review/research, Consultant will prepare required Land Net mapping to support the design of the overhead, and prepare a Record of Survey, suitable for approval with Caltrans.

Design Surveys:

Consultant will provide the following design Surveys in conformance with Caltrans Standards for the following items and areas:

- Roadway X-Sections at 50' intervals, collecting ROW, BW, TC, FL, Lip, Lane Lines, and Crown Line, for all "to be improved" streets within the project area. Roadway X-Sections at 25' intervals (same collection items) within 100' of intersections in each direction.
- Collect roadway culture including, but not limited to; visible roadway architecture, trees (position, trunk diameter, canopy, and species) visible grade breaks, sumps, visible utilities (including identification features/tags), gravity flow utilities (dipped for invert elevations, rim elevations, pipe sizes, and other identifying roadway features including but not limited to; fences, walls, signs lights, traffic signals, and other features), field sketches of found gravity flow utilities including catch basins and inlets.
- Rail Road Design Surveys, top of rails, railway architecture (signs, frogs, switches, limits of Ballast, Spurs, Buffer Stops, Bungalow's, Signals, derailleurs, junctions, sidings, and other visible features which may be required. Limits include 100' beyond either side of, and underneath the overcrossing.

Deliverables:

MicroStation DGN file, DTM surface of design survey work performed, Point List, Abbreviation List, Documentation on Datum and Benchmarks utilized with reference.

Proposal Assumption – Aerial Topography:

The Existing Aerial Topography utilized for the Project Report is suitable for use during the PS&E phase, Consultant will utilize this Aerial (prepared by others) for this purpose. No new Aerial Topography is included in this proposal. Missing areas will be incorporated utilizing design surveys.

3.0 ROADWAY

TASK 3.1 – Update Permit Applications

Permit applications will be conducted as part of Amendment #1. Application updates will be required for the duration of the task.

TASK 3.2 –Vertical and Horizontal Alignments and Geometric Calculations

Consultant shall refine the alignments to a 30% level of completion to serve as the basis of design after design surveys has been completed. The geometric refinements shall identify any modifications/additions/deletions of design exceptions identified in the Project Report phase and approved in the 30% submittal.

TASK 3.3 thru 3.11 – Roadway Plans

Roadway Plans will be advanced to 30% level of completion. The plans will include the following:

- Title Sheet
- Key Map and Line Index
- Construction Staking and Survey Control Map
- Typical Cross Sections
- Roadway Layouts
- Profiles and Superelevation Diagrams
- Construction Details
- Contour Grading Plans
- Pavement Delineation Plans

TASK 3.12 – Quantities and Cost Estimates

Consultant shall prepare quantity calculations and provide cost estimates based on the 30% level of design.

TASK 3.13 – Quality Assurance/Quality Control (QA/QC)

Consultant will conduct a QA/QC procedure prior to submitting the 30% Documents.

4.0 GEOTECHNICAL & ENVIRONMENTAL**TASK 4.1 ADL AND HAZARDOUS WASTE INVESTIGATIONS/REPORT****CONDITIONS AND CONSIDERATIONS****Anticipated Subsurface Conditions**

Based on published geologic and geotechnical resources and our experience working on past projects on the Oxnard Plain, we anticipate that the subsurface conditions at the project site will likely consist of interlayered younger alluvial sediments ranging from soft to medium-stiff lean clays and loose to medium-dense sands in the upper 40 to 60 feet underlain by stiff to very stiff clays and medium-dense to dense sands at depth.

Groundwater is expected to be shallow and likely present within about 10 to 20 feet of the existing ground surface. Based on water well data available through the State Water Board, static water levels over the last few years have been approximately 20 to 30 feet below the ground surface (bgs) reported in a well located northeast of the site. Information presented in a 2015 Initial Site Assessment report prepared by Cornerstone suggests that water levels in the area at the time of their study varied between six to eight feet bgs. Historically, groundwater is reported to have been as high as a few feet below the ground surface.

Hazardous Materials Considerations

Primary hazardous materials considerations for this project will relate to addressing material handling issues which may affect construction worker exposures and material reuse. In addition, there will be consideration of property environmental liabilities for the new portion of property which Caltrans may purchase to the south along Fifth Street. Typical chemicals of concern which may be present in soils and groundwater in this project area will include, but not be limited to, aerially deposited lead (ADL) due to past vehicle emissions, asbestos from brake shoe lining brake-down, agricultural pesticides usage including petroleum hydrocarbon-carrier compounds, petroleum hydrocarbons and volatile organic compounds resulting from past releases, and metals and semi-volatile organics from railroad right-of way uses.

Technical Approach for Hazardous Materials Assessment Services

Environmental services will be provided to preliminarily assess 1) soil conditions within the proposed shallow construction zone (upper three feet) of the alternative 2A and TCE alignments, and 2) soil and groundwater conditions within the land area to be purchased by Caltrans located south of Fifth Street.

This proposal assumes the following sampling program would be appropriate.

Proposed Area of Investigation	# of Points Per Area	Approximate Depth of Points, Feet bgs	Media Sampled
Rice Avenue Project ROW	25 to 30	3	Soil
Project TCE	25 to 30	3	Soil
Project TCE Soil Stockpile	3	18	Soil
Caltrans Acquisition Sliver Parcel	3	15	Soil and Groundwater

Additional hazardous materials sampling points and testing program beyond those identified herein may be required following Caltrans review of the proposed Work Plan described herein. Hazardous materials services proposed include the following tasks:

Data Review and Pre-Exploration Planning. As part of the initiation of our services, we will consult with the design team to review our approach to providing preliminary hazardous materials services to assess the presence of potential contaminants at the Site. We will include discussion and preparation of permits for field work during this task. We will also discuss right of entry procedures, but have not included time to negotiate approval of any right of entry arrangements.

Work Plan and Health and Safety Plan, Permitting. We will prepare one Work Plan and a Health and Safety Plan for sampling and chemical testing of soils within the proposed construction zones, and soils and groundwater within the area which Caltrans may purchase south of Fifth Street. The Work Plan will be submitted for review by Caltrans and the design team prior to starting field work. The Work Plan will include an exploration plan indicating the proposed sampling locations, a description of sampling intervals, proposed sampling and testing methods, and a description of the statistical analysis to be applied to the data collected.

The Health and Safety Plan will include, but will not be limited to, a discussion of safety risks associated with the field sampling program and project location, recommended precautions while working at the project site, directions and contact information to nearby emergency facilities and personnel, and contact information for key project personnel, including the local Caltrans field inspector. The Health and Safety Plan will be reviewed and signed by a Certified Industrial Hygienist (CIH).

Consultant will also prepare and submit permits for conducting the field work. We have assumed that a Caltrans permit will be required, City and County permit fees will be waived and that there will be no samples collected within the UPRR right of way, thus no UPRR permitting is required.

Site Visit to Mark Sampling Locations and Utility Screening. Once the Work Plan has been approved, and permitting and right of entry have been secured, we will visit the Site to perform a visual reconnaissance of the proposed areas of work and to mark sampling locations for review by Underground Services Alert (USA). An environmental professional will complete this reconnaissance to identify areas of potential concern, so that sampling can be targeted in these areas. Consultant will also retain a local utility locating company to screen all sampling locations, and that screening will be completed over a four-day period.

Consultant will not be responsible for damages to buried structures or underground utilities that are not brought to our attention through the USA process.

Construction Zone Soil Sampling and Testing Program. Consultant understands that design alternative 2A has been selected and this option includes a re-alignment of Rice Avenue to the east for the temporary construction roadway and TCE. Consultant will perform analytical testing of materials recovered within the upper three feet of the proposed construction zone at 50 to 60 locations which will be hand-augered using a two-person crew over four field days. In addition, Consultant will retain the services of a direct push sampling rig to assist in obtaining samples at three locations along the temporary road alignment near the undocumented fill area. We anticipate that direct push sampling will explore 10 to 15 feet of fill thickness and be extended up to three feet below the original grade. We have assumed that traffic control will be required for portions of this work adjacent to the existing ROWs. The proposed field exploration and sample collection is to be completed in five days; however, depending on site access constraints and other factors, all 60 locations may not be completed within the five-day period.

Industry standards for sampling and decontamination will be conducted. One drum of waste decontamination water will be generated during the field study and will be needed to be left onsite at a designated area pending the review of laboratory testing results.

Samples will be collected from zero to three feet bgs in the three-foot-deep borings, and from zero to 18 feet bgs in the deeper borings. The samples will be broken up into six-inch intervals and four intervals per boring will be stored in pre-cleaned containers for analytical testing. A Consultant engineer or geologist will visually log the recovered soil, label the samples for laboratory testing, and screen multiple samples from each borehole with an organic vapor meter. Upon completion of sampling, the resulting small diameter excavations will be backfilled with soil cuttings and hand tamped.

The shallowest sample from each shallow boring and four samples from each of the deeper borings will be analyzed for chlorinated pesticides, total petroleum hydrocarbons, heavy metals, semi-volatile organics, asbestos and pH. Up to 30 additional samples will be selected for total petroleum hydrocarbons, metals and chlorinated pesticides to more thoroughly characterize the vertical soil profile within the construction zone. We will also submit one equipment blank (rinse water sample), one travel blank and one duplicate soil sample for lead and total petroleum hydrocarbons per day, as part of our QA/QC procedures.

Construction Zone ADL Testing Program. In addition to the analytical testing program outlined in Task 4 above, the testing program for aerially deposited lead (ADL) will include analyzing two additional samples of soil from each boring for total lead. In addition, the testing program will include analyzing up to 30 percent of the samples (assumed to represent the number of samples which may contain lead at a concentration of 50 mg/kg and above) for soluble lead using the WET extraction procedure and for soluble lead using the deionized water WET extraction procedure, and up to 10 percent of all samples will be analyzed for TCLP lead. To complete the investigation objective, the average and 90-percent Upper Confidence Level (UCL) total lead concentrations will be estimated for the project and, if appropriate, the correlation between the soluble and total lead test results will be evaluated to determine the predicted soluble concentrations.

Caltrans Acquisition Parcel Testing Program. In addition to the testing programs outlined in Tasks 3 and 4 above, the testing program will include obtaining additional soil and grab groundwater samples from three borings extended to groundwater (believed to be within 15 feet bgs) within the parcel to be acquired by Caltrans south of Fifth Street. Consultant will retain the services of a direct push sampling rig to assist in obtaining soil samples up to 15 feet bgs or shallower if groundwater is encountered. A grab groundwater sample will also be obtained from each of these borings.

Sampling for these borings will be conducted during one field day. We will also submit one equipment blank (rinse water sample), one travel blank and one duplicate soil sample for total petroleum hydrocarbons and volatile organic compounds per day, as part of our QA/QC procedures. We have assumed that traffic control will be required for portions of this work.

Industry standard decontamination procedures will be followed during this work, and there is a requirement for these borings which obtain groundwater samples, for the borings to be grouted upon completion. Two drums of soil cuttings and one drum of water will be generated and left onsite at a designated area, pending review of the laboratory testing program.

Four soil samples and the grab groundwater sample from each boring will be analyzed for chlorinated pesticides, total petroleum hydrocarbons, heavy metals, semi-volatile organics and pH. The water samples and three selected soil samples will be additionally analyzed for volatile organics.

Data Review and Draft Report Preparation. We will prepare a Hazardous Materials Assessment Report for the project. A draft of the report will be submitted in electronic (pdf) format for review by the design team, City, and Caltrans. The report will present site maps and tabulated test results, laboratory test reports and tabulation, and conclusions regarding potential risks posed to construction workers due to the presence of contaminated soil, and any special handling or disposal requirements for the shallow soil. The report will also include the sampling results of the assessment of the temporary roadway/TCE and the results of the sampling of the borings within the proposed acquisition parcel.

Final Report Preparation. The final report will be prepared for submittal once comments from the design team, Caltrans, and the City, have been incorporated. We will consult with the design team to review the

comments prior to finalizing the report. Up to six (6) copies and an electronic (pdf) copy of the final reports will be submitted.

Response to Comments and Meeting Attendance. Our response to comments will be summarized in a letter or memorandum format which will be returned to the design team lead. Our environmental professional will plan on preparation for and attending up to two stakeholder meetings via conference calls.

TASK 4.2 ESA ACTION PLAN AND LIMITED PHASE II EVALUATION

Consultant will prepare an ESA Action Plan and to conduct limited Phase II evaluation of 2 sites identified in the XPI Report as follows:

ESA Action Plan: DUKE will prepare a Caltrans format ESA Action Plan for site CA-VEN-918. This will involve coordination with the engineering team regarding specific depths of excavation.

Phase II Evaluation: The additional analysis, research, and evaluation associated with task will be performed.

Finding of Effect: The Finding of Effect (FOE) has been completed by GPA and reviewed by Caltrans; however, revisions to the XPI Report will require additional effort to revise the FOE.

Project Management & QA/QC: To complete the Section 106 process, GPA will communicate and coordinate with Caltrans as necessary for review and approval of the documents. Project Management activities include review of the ESA Action Plan, FOE, and revised XPI/PHII Report; preparation of a comment response matrix for an expedited/streamlined review; coordination with the Caltrans archaeologist to respond to additional questions or information needs; and coordination with the Caltrans generalist to expedite all necessary reviews.

5.0 DRAINAGE

TASK 5.1 – Conceptual Drainage Design

Consultant shall prepare 30% Drainage Plans. Existing and proposed inlets will be located and applicable details provided.

TASK 5.2 – Draft Drainage Report

Consultant shall prepare a draft Drainage Report, per the latest Caltrans drainage criteria, to address existing flows and storm water requirements. Drainage Plans will be included to show existing and draft proposed drainage facilities.

TASK 5.3 – Storm Water Data Report

Consultant shall prepare a draft SWDR to address storm water quality requirements. BMP's and temporary water pollution control devices will be identified for storm water quality mitigation.

6.0 MAINTENANCE OF TRAFFIC

TASK 6.1 – Conceptual Stage Construction Plans

Consultant shall prepare a concept stage construction sequencing on strip maps.

TASK 6.2 – Traffic Handling Plans and Detours

Consultant shall prepare a preliminary detour route.

7.0 FACT SHEETS

TASK 7.1 thru 7.2 – Mandatory and Advisory Design Exceptions

A Draft Mandatory and Advisory Design Exception (Fact Sheets) will be prepared to address all nonstandard design features identified in the 30% geometric design. The Fact Sheets will include accident data and analysis, and preliminary justification for the nonstandard design features for Caltrans concurrence. It is anticipated that final approval of the Fact Sheets will be obtained subsequent to the 30% submittal.

8.0 UTILITY SUPPORT

TASK 8.1 – Obtain and Review Updated Franchise Agreements

Consultant shall begin coordination with utility companies to obtain Franchise Agreements

TASK 8.2 – Utility Contact Matrix

Consultant shall continue coordination with utility companies to update the Contact Matrix.

TASK 8.3 – Conceptual Utility Composite Drawings

Consultant shall update the utility composite map.

EXHIBIT B
SCHEDULE

SCHEDULE

Rice Avenue Grade Separation Amendment 2

	2017												2018											
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Project Management																								
Surveys																								
Geotech																								
Drainage																								
30% Roadway Design																								
Maintenance of Traffic																								
Fact Sheets																								
Utility Support																								

10/19/2017

EXHIBIT C2
COMPENSATION

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: November 14, 2017
Phone: (805) 385-7994

Reason for Appropriation:

To provide funding for Second Amendment to Agreement No. 6944-14-DS with WKE, Inc., to complete the preliminary design for the Rice Avenue at Fifth Street Grade Project No. 133101 from Circulation System Improvement Fees Fund 354

Accounts and Descriptions**AMOUNT**

Fund: CIRCULATION SYS.IMPR.FEES FUND 354

Expenditures/Transfers Out

Rice Avenue at Fifth Street Grade (Project No. 133101)

354-3109-826.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTR	1,023,500
	Sub-total Expenditures	1,023,500

Net Change to Fund Balance (1,023,500)

Net Appropriation Change 1,023,500

Approvals

Department Director

Chief Financial Officer

City Manager

ACM

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____

Packet Pg. 453



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: November 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Award Contract for Street Overlays PW 18-02 (5/15/15)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8024 with Toro Enterprises, Inc., in the amount of \$3,767,700 for the Thin Maintenance Overlay Project Phase I PW 18-02; and
2. Approve an appropriation of \$4,168,000 for Project No. 183103 TMO Phase I.

BACKGROUND

The Project

On July 18, 2017, the Street Maintenance Program Update Report was presented to Council. This report included the plan for Thin Maintenance Overlay (TMO) application to 15 arterial streets throughout the City which are listed below to be completed in two phases.

Arterial Streets Included in the TMO Phase I Project

Victoria Avenue – South End to North City Limit

Third Street

West 5th Street – Harbor Boulevard to Ventura Road

Award Contract for Street Overlays PW 18-02 (5/15/15)

November 14, 2017

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Sturgis Avenue
Eastman Avenue
Lombard Street
Harbor Boulevard.

The TMO measures for arterial roadways includes overlaying the travel lanes to create a smooth riding surface that should last for 5-10 years until a more complete resurfacing project can be funded and constructed. This is also referred to as a stop gap solution.

The TMO Project consists of furnishing all necessary labor, materials, equipment, work signs, cones and traffic control equipment and other incidental and appurtenant work to perform thin maintenance overlay, asphalt concrete dig out and repair, patching, milling and paving, cape seal, slurry seal, crack sealing and concrete works at various locations designated on the plans.

Lowest Responsive Bid

The Notice Inviting Formal Bids (NIFB) on the Project was published on October 5, 2017, and all bids were due on October 24, 2017. The City received the bids listed below:

Toro Enterprises, Inc.	\$3,767,700.00
Granite Construction Company	\$3,988,735.50
All American Asphalt	\$4,227,770.00
Hardy & Harper, Inc.	\$4,321,000.00

The lowest bidder is Toro Enterprises, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro Enterprises, Inc. and its subcontractors. For the contractor and all subcontractors, staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the State of California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

The contract is attached for review; however, it will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

Additionally, funds estimated in the amount of \$400,000 are needed for Project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project

Award Contract for Street Overlays PW 18-02 (5/15/15)

November 14, 2017

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procurement are also included in this estimate. The total estimated cost of the Project is \$4,168,000.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$3,768,000 for Construction in Account No. 105-3015-826.86-10 and \$400,000 for Services from Other Programs in Account No. 105-3015-826.84-51; Project No. 183103 TMO Phase I (non-capital)

ATTACHMENTS:

Attachment A - Thin Maintenance Overlay Bid Tabulation

Attachment B - Toro Enterprises Bid Package

Attachment C - Agreement A-8024 with Toro Enterprises

Attachment D - SBA- TMO Phase I

PW 18-02 THIN MAINTENANCE OVERLAY PROJECT**Owner:** City of Oxnard

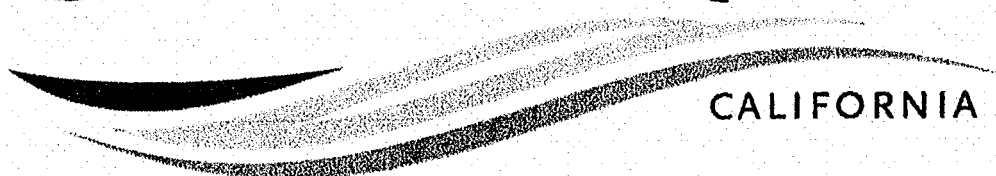
Bid Opening: 10/24/17					Toro Enterprises, Inc.		Granite Construction Company		All American Asphalt		Hardy & Harper, Inc.	
					2101 E. Ventura Blvd. Oxnard, CA 93036 US		5335 Debbie Lane Santa Barbara, CA 99311 US		400 East Sixth Street Corona, CA 92879 US		1312 E. Warner Avenue Corona, CA 92879 US	
					#1		#2		#3		#4	
<i>Item #</i>	<i>Item Description</i>	<i>Payment Code</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	Mobilization/Demobilization	1001-3	LS	1	\$100,000.00	\$100,000.00	\$195,000.00	\$195,000.00	\$135,000.00	\$135,000.00	\$76,000.00	\$76,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$165,000.00	\$165,000.00	\$127,688.00	\$127,688.00	\$189,170.00	\$189,170.00	\$123,000.00	\$123,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$15,000.00	\$15,000.00	\$4,100.00	\$4,100.00	\$20,000.00	\$20,000.00	\$33,770.00	\$33,770.00
	0.10 – Feet Thick Thin Maintenance Overlay											
4	Cold Mill AC Pavement (2" Max)	1130-4	SY	50,000	\$1.45	\$72,500.00	\$2.15	\$107,500.00	\$2.00	\$100,000.00	\$2.50	\$125,000.00
5	Unclassified Excavation	1120-4	CY	300	\$55.00	\$16,500.00	\$55.00	\$16,500.00	\$95.00	\$28,500.00	\$150.00	\$45,000.00
6	Class 2 Aggregate Base	1130-4	TN	300	\$45.00	\$13,500.00	\$35.00	\$10,500.00	\$65.00	\$19,500.00	\$76.00	\$22,800.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	\$120.00	\$72,000.00	\$85.00	\$51,000.00	\$110.00	\$66,000.00	\$150.00	\$90,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	\$105.00	\$105,000.00	\$85.00	\$85,000.00	\$112.00	\$112,000.00	\$150.00	\$150,000.00
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,800	\$100.00	\$180,000.00	\$105.00	\$189,000.00	\$114.00	\$205,200.00	\$123.00	\$221,400.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	\$100.00	\$1,563,000.00	\$105.00	\$1,641,150.00	\$103.00	\$1,609,890.00	\$100.00	\$1,563,000.00
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	\$100.00	\$810,000.00	\$112.00	\$907,200.00	\$117.00	\$947,700.00	\$120.00	\$972,000.00
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	\$40.00	\$40,000.00	\$42.00	\$42,000.00	\$53.00	\$53,000.00	\$65.00	\$65,000.00
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	\$6.50	\$7,800.00	\$16.00	\$19,200.00	\$8.00	\$9,600.00	\$15.00	\$18,000.00
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	\$9.35	\$9,350.00	\$19.50	\$19,500.00	\$12.00	\$12,000.00	\$18.00	\$18,000.00
15	Grind PCC Sidewalk	1174-6	SF	500	\$9.00	\$4,500.00	\$13.80	\$6,900.00	\$11.00	\$5,500.00	\$20.00	\$10,000.00
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	\$24.00	\$7,200.00	\$40.00	\$12,000.00	\$30.00	\$9,000.00	\$30.00	\$9,000.00
17	Adjust Manhole Cover To Finished Grade	1185.3	EA	125	\$460.00	\$57,500.00	\$380.00	\$47,500.00	\$675.00	\$84,375.00	\$1,000.00	\$125,000.00
18	Adjust Water Valve Cover To Finished Grade	1185.3	EA	275	\$400.00	\$110,000.00	\$380.00	\$104,500.00	\$450.00	\$123,750.00	\$500.00	\$137,500.00
19	Adjust Survey Monument Cover To Finished Grade	1185.3	EA	20	\$830.00	\$16,600.00	\$380.00	\$7,600.00	\$450.00	\$9,000.00	\$1,000.00	\$20,000.00
20	Install Traffic Loop Detector	1520-3	EA	110	\$291.00	\$32,010.00	\$325.00	\$35,750.00	\$400.00	\$44,000.00	\$500.00	\$55,000.00
21	Install Bike Loop Detector	1520-3	EA	20	\$312.00	\$6,240.00	\$425.00	\$8,500.00	\$425.00	\$8,500.00	\$500.00	\$10,000.00
22	Remove And Replace Street Name Sign	1530-4	EA	35	\$140.00	\$4,900.00	\$135.00	\$4,725.00	\$150.00	\$5,250.00	\$150.00	\$5,250.00
23	Remove And Replace Street Sign And Post	1530-4	EA	10	\$213.00	\$2,130.00	\$205.00	\$2,050.00	\$225.00	\$2,250.00	\$234.00	\$2,340.00
24	Crack Seal	1155-4	LB	5,000	\$4.25	\$21,250.00	\$3.50	\$17,500.00	\$4.00	\$20,000.00	\$5.00	\$25,000.00
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	\$1.35	\$172,800.00	\$1.30	\$166,400.00	\$1.85	\$236,800.00	\$1.76	\$225,280.00
	Traffic Striping and Markers											
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	\$1.95	\$780.00	\$1.85	\$740.00	\$2.00	\$800.00	\$2.00	\$800.00
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	\$73.00	\$4,380.00	\$70.00	\$4,200.00	\$75.00	\$4,500.00	\$76.00	\$4,560.00

28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	\$150.00	\$4,500.00	\$145.00	\$4,350.00	\$150.00	\$4,500.00	\$177.00	\$5,310.00
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
31	Install RR-XING Transverse Line - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
32	Install 24" RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	LF	200	\$4.15	\$830.00	\$4.00	\$800.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	\$60.00	\$9,300.00	\$58.00	\$8,990.00	\$60.00	\$9,300.00	\$60.00	\$9,300.00
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	\$260.00	\$780.00	\$250.00	\$750.00	\$300.00	\$900.00	\$300.00	\$900.00
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	\$58.00	\$116.00	\$55.00	\$110.00	\$75.00	\$150.00	\$100.00	\$200.00
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	3A	2	\$78.00	\$156.00	\$75.00	\$150.00	\$100.00	\$200.00	\$100.00	\$200.00
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	\$0.36	\$9,972.00	\$0.35	\$9,695.00	\$0.40	\$11,080.00	\$0.39	\$10,803.00
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	\$1.82	\$14,469.00	\$1.75	\$13,912.50	\$2.00	\$15,900.00	\$2.00	\$15,900.00
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	\$0.29	\$15,370.00	\$0.30	\$15,900.00	\$0.32	\$16,960.00	\$0.30	\$15,900.00
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	\$0.73	\$5,621.00	\$0.70	\$5,390.00	\$0.75	\$5,775.00	\$0.77	\$5,929.00
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	\$0.73	\$2,117.00	\$0.70	\$2,030.00	\$0.75	\$2,175.00	\$0.77	\$2,233.00
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	\$0.73	\$1,095.00	\$0.70	\$1,050.00	\$0.75	\$1,125.00	\$0.77	\$1,155.00
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	\$0.73	\$9,855.00	\$0.70	\$9,450.00	\$0.75	\$10,125.00	\$0.77	\$10,395.00
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	\$0.73	\$12,191.00	\$0.70	\$11,690.00	\$0.75	\$12,525.00	\$0.77	\$12,859.00
45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	\$0.60	\$51,000.00	\$0.60	\$51,000.00	\$0.60	\$51,000.00	\$0.59	\$50,150.00
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	\$0.60	\$4,200.00	\$0.60	\$4,200.00	\$0.65	\$4,550.00	\$0.77	\$5,390.00
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	\$1.30	\$2,210.00	\$1.25	\$2,125.00	\$1.50	\$2,550.00	\$2.00	\$3,400.00
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	\$0.47	\$3,666.00	\$0.45	\$3,510.00	\$0.50	\$3,900.00	\$0.55	\$4,290.00
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	\$0.36	\$648.00	\$0.35	\$630.00	\$0.40	\$720.00	\$0.55	\$990.00
50	Paint Curb (2-Coat)	1515-4	LF	2,000	\$2.18	\$4,360.00	\$2.10	\$4,200.00	\$2.50	\$5,000.00	\$3.00	\$6,000.00
51	Install Blue RPM	1515-4	EA	200	\$7.80	\$1,560.00	\$7.50	\$1,500.00	\$15.00	\$3,000.00	\$10.00	\$2,000.00
Bid List Total -SUBMITTED						\$3,767,700.00		\$3,988,735.50		\$4,227,770.00		\$4,321,000.00
Total Bid Amount -VERIFIED						\$3,767,700.00		\$3,988,735.50		\$4,227,770.00		\$4,321,000.00
					Toro Enterprises, Inc.		Granite Construction Company		All American Asphalt		Hardy & Harper, Inc.	
Listed Subs					Superior Pavement Markings 5312 Cypress Cypress, CA Taft Electric 1694 Eastman Ventura, CA Caseland Surveying 614 N. Eckhoff Street Orange, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA		CTI P.O. Box 385 La Habra, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA Traffic Loops Crackfilling 946 S. Emerald St. Anaheim, CA		Taft Electric 1694 Eastman Ventura, CA Superior Pavement 5312 Cypress Street Cypress, CA		EBS Utilities 1320 E. 6th Street Corona, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA Superior Pavement 5312 Cypress Street Cypress, CA MD Crackfill P.O. Box 15504 Santa Ana, CA Caseland Surveying 614 N. Eckhoff Street Orange, CA	

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

THIN MAINTENANCE OVERLAY PROJECT

PW 18-02

Submitted by:

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 E. VENTURA BLVD

City: OXNARD State: CALIFORNIA Zip Code: 93036

Contact Person: MATT EVANS Phone: 805.483.4515

Email: mevans@toroenterprises.com Date: 10/23/2017

BID FOR THIN MAINTENANCE OVERLAY PROJECT PW 18-02

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Thin Maintenance Overlay Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/23/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: [Signature]

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

CITY OF OXNARD

BID SHEETS FOR THIN MAINTENANCE OVERLAY PROJECT PW 18-02

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	100,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	165,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	15,000.-
	0.10 – Feet Thick Thin Maintenance Overlay				
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	50,000	1.45
5	Unclassified Excavation	1120-4	CY	300	55.-
6	Class 2 Aggregate Base	1130-4	TN	300	45.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	120.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	105.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,800	100.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	100.-
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	100.-
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	40.-
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	6.50
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	9.35
15	Grind PCC Sidewalk	1174-6	SF	500	9.-
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	24.-
17	Adjust Manhole Cover To Finished Grade	1185-3	EA	125	460.-
18	Adjust Water Valve Cover To Finished Grade	1185-3	EA	275	400.-

19	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	20	830.-
20	Install Traffic Loop Detector	1520-3	EA	110	291.-
21	Install Bike Loop Detector	1520-3	EA	20	312.-
22	Remove And Replace Street Name Sign	1530-4	EA	35	140.-
23	Remove And Replace Street Sign And Post	1530-4	EA	10	213.-
24	Crack Seal	1155-4	LB	5,000	4.25
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	1.35
Traffic Striping and Markers					
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	1.95
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	73.-
28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	150.-
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
31	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
32	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	200	4.15
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	60.-
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	260.-
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	58.-
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	EA	2	78.-
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	0.36
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	1.82
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	0.29
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	0.73
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	0.73
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	0.73
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	0.73
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	0.73

45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	0.60
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	0.60
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	1.30
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	0.47
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	0.36
50	Paint Curb (2-Coat)	1515-4	LF	2,000	2.18
51	Install Blue RPM	1515-4	EA	200	7.80
TOTAL AMOUNT:					\$ 3,767,700.-

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 3,767,700.-

TOTAL BID PRICE IN WORDS: THREE MILLION, SEVEN HUNDRED SIXTY-SEVEN THOUSAND,
SEVEN HUNDRED DOLLARS & NO CENTS.

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

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 10/17/17
#02 10/18/17
#03 10/18/17
#04 _____

Addendum: Date Received:
#05 _____
#06 _____
#07 _____
#08 _____

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: TORO ENTERPRISES, INC.
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
N/A
 * If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 2101 E. VENTURA BLVD, OXNARD, CA, 93036
- Phone 1: 805.483.4515 Phone 2: _____
- Email: SEAN@TOROENTERPRISES.COM
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): CORPORATION
 Organized under the laws of the State of: CALIFORNIA
- (5) California State Contractor's License Number and Class: 710580, CLASS:A
 Original Date Issued: 08/31/1995 Expiration Date: 08/31/2019
- (6) DIR Contractor Registration Number: 1000002410
- (7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: ☒ YES ☐ NO
- (8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint-venturers and company officers having a principal interest in this Bid:
SEAN CASTILLO, PRESIDENT, 2101 E. VENTURA BLVD, OXNARD, CA, 93036
805.483.4154515
- (9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:
NONE, N/A

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

NONE, N/A

- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

NONE, N/A

- b. Briefly summarize the parties' claims and defenses:

NONE, N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

NONE, N/A

- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

NONE, N/A

- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

NONE, N/A

- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

NONE, N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any such claims/actions unresolved/outstanding? Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

N/A

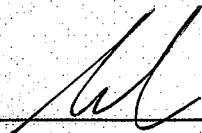
(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT
2. ON CALL PATCHING AND REPAIRS
3. COLLEGE ESTATES NEIGHBORHOOD STREET RESURFACING

of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature:



SEAN CASTILLO

Title: PRESIDENT Date: 10/23/17

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Ventura }

On 10/23/17 before me, Kelly Westbrook, Notary Public
(Here insert name and title of the officer)

personally appeared Sean Castillo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

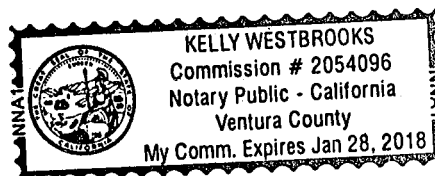
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelly Westbrook

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Questionnaire Form
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/23/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer Pres

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

This Questionnaire Form must be notarized below.

State of California _____)

County of _____) ss

City of _____)

On _____ before me, _____

(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: **PLEASE SEE ATTACHED REFERENCES**

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ **Telephone:** _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 2 Description: **PLEASE SEE ATTACHED REFERENCES**

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ **Telephone:** _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 3 Description: **PLEASE SEE ATTACHED REFERENCES**

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

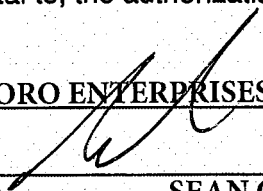
Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: TORO ENTERPRISES, INC

Signature:  Title: PRESIDENT Date: 10/23/17

SEAN CASTILLO



REFERENCE LIST

CONCRETE PROJECTS

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Sarah Sheshebor

Brief Description: R&R Sidewalks, Curbs, Gutters, Ramps

Project: Madera Road Widening

Owner: City of Simi Valley

Contract Amount: \$805,979.04

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of South Pasadena - 1414 Mission St, South Pasadena, CA 91030

Contact: Thomas Amare

Brief Description: Installation of 4" PCC Sidewalks

Project: Sidewalk Replacement Project

Owner: City of South Pasadena

Contract Amount: \$124,929.38

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502

Contact: Karen Little

Brief Description: Sawcut and R&R Sidewalks, Curbs, Ramps 8" PCC

Project: Residential Street Improvements

Owner: City of Burbank

Contract Amount: \$2,415,950.00

Completed: 12/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No



REFERENCE LIST

Paving

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 6,755 TONS OF ARHM
Project Name: Pavement Resurfacing - Oxnard Area
Owner: County of Ventura
Contract Amount: \$1,159,339.20
Completed: 2/18/2017
Engineer: Jeewong Kim
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 9,200 TONS OF ARHM, 1,977 SF SIDEWALK R&R
Project Name: Pavement Rehabilitaton - Ventura & Mira Monte Areas
Owner: County of Ventura
Contract Amount: \$1,250,576.-
Completed: 7/13/2016
Engineer: Ariel Braza
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 28,099 LF of Curb & Gutter, 450 Tons of AC Paving,
Project Name: Pavement Rehabilitation - Las Posas Valley, Newbury Park, & Santa Susana Areas
Owner: County of Ventura
Contract Amount: \$952,609
Completed: 8/24/2016
Engineer: Ariel Braza
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No



GENERAL ENGINEERING
CONTRACTORS

REFERENCE LIST

UTILITIES - WATERLINE PROJECTS

Contract With: City of Oxnard - 305 W. Third St. Oxnard, CA 93030

Contact: Raymond Williams (805)38-7902

Description: R&R 12" Waterline & Street Resurfacing

Project: 12" CIP Water Main Replacement on Rose Ave.

Owner: City of Oxnard

Contract Amount: \$525,496.06

Completed: 06/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: CAL POLY POMONA

Contact: Bruyn Bevans, Sr. (909)869-6842

Description: 6" STEEL INSULATED HOT & COLD WATERPIPE

Project: CHILLED AND HOT WATER LINE EXTENSION PROJECT

Owner: CAL POLY POMONA

Contract Amount: 656,161

Completed: 12/31/2016

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Oxnard - 305 W. Third St. Oxnard, CA 93030

Contact: Raymond Williams (805)38-7902

Description: Remove 16,680LF of 8" & 10" CIP and Replace with 8' & 10" PVC

Project: Bryce Canyon North Neighborhood St. Resurfacing & Water

Owner: City of Oxnard

Contract Amount: \$4,587,369.38

Completed: 06/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)
Superior Pavement Markings 776306 (SC)	776306 C-32	1000001476	5312 Cypress St., Cypress, CA (714) 995-9100	Striping, Markings, Signs	6%
Taft Electric	772245 A, C-10	1000000149 1000000 SC	1694 Eastman Ave. Ventura, CA (805) 642-0012	Electrical	1%
Casland Surveying	LS411 LS	1000001533	614 N. Eckhoff St., Orange, CA (714) 628 8948	Survey Monumentation	1%
Pavement Coatings	303609 A	1000003382	10240 San Savain way. Jurupa Valley, CA (714) 826-3011	Slurry Seal (Type II)	5.2%

Bidder's Name: TORO ENTERPRISES, INC. Signature: [Signature] Title: PRESIDENT Date: 10/23/17

SEAN CASTILLO

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

B 12

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	180	200	197	170	144	126	1,017
Total dollar amount of contracts (in thousands)	80,000	78,000	75,000	75,000	72,000	54,000	434,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	5	5	1	5	2	21
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: TORO ENTERPRISES, INC

Signature: _____

Title: PRESIDENT

Date: 10/23/17

SEAN CASTILLO

B 13

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

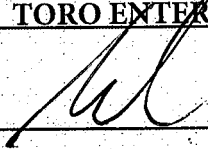
I/we am/are the PRESIDENT of TORO ENTERPRISES, INC.,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/23/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name: TORO ENTERPRISES, INC.

Signature: 

SEAN CASTILLO

Title: PRESIDENT Date: 10/23/17

This Noncollusion Declaration must be notarized on the following page.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Ventura }

On 10/23/17 before me, Kelly Westbrook, Notary Public
(Here insert name and title of the officer)

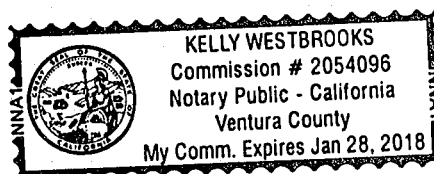
personally appeared Jean Castillo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelly Westbrook
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion

(Title or description of attached document)

Declaration

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/23/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual(s)

☒ Corporate Officer

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

(Continuation of Noncollusion Declaration)

State of California)

County of _____ ss

City of _____)

On _____ before me,

(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



October 17, 2017

ADDENDUM NO. 1
Thin Maintenance Overlay Project
PW 18-02

SCHEDULED BID OPENING DATE: October 24, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

This addendum forms a part of the bid documents as follows:

1. Section 1515-4 MEASUREMENT AND PAYMENT shall be deleted in its entirety and replaced with the following:

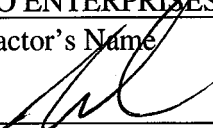
1515-4 MEASUREMENT AND PAYMENT

Payment for performing the Work under this Section shall be made on a unit price basis as indicated in the Bid Sheets.

Such a price for traffic striping, curb and pavement markings, and pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in connection with the Plans as specified in the Standard Specifications and these Special Provisions, and as directed by the City Engineer.

Addendum No. 1 Received: Date: 10/17/2017

TORO ENTERPRISES, INC
 Contractor's Name


 Authorized Signature

2101 E. VENTURA BLVD
 Address

OXNARD, CA 93036
 City State Zip Code

SEAN CASTILLO - PRESIDENT
 Name and Title

805.483.4515
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



October 18, 2017

ADDENDUM NO. 2

**Thin Maintenance Overlay Project
 PW 18-02**

SCHEDULED BID OPENING DATE: October 24, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

Revisions/clarifications to the special provisions and documents are as follows:

Questions and answers:

1. The project plans do not indicate the details (streets and limits of construction) that are provided in the special provisions of the specifications pages SP51 thru SP55.

Response: The City provided separate location maps attached to the Contract Documents. Indicated on the maps are the names of the streets with stationing, the limits of construction (Begin & End), and the full width of the street.

2. Can you please clarify and identify on what streets get the following details / treatments:

0.10' Thick ARHM

Name	Begin	End	Estimated Quantity
Victoria Ave	Channel Islands Blvd	Gonzales Rd	8,900 Ton
Third St	Garfield Ave	Rose Ave	1,810 Ton
W Fifth St	Harbor Blvd	Ventura Rd	3,500 Ton

0.10' Thick HMA Terminal Blend

Name	Begin	End	Estimated Quantity
Sturgis Ave	Lombard St	City Limit	3,100 Ton
Eastman Ave	Rose Ave	Rice Ave	1,800 Ton
Lombard St	Eastman Ave	Camino Del Sol	1,250 Ton
Harbor Blvd	5 th St	City Limit	1,200 Ton

ADDENDUM NO. 2 Thin Maintenance Overlay Project PW 18-02

Page -2-

Type II Slurry Seal

Name	Begin	End	Estimated Quantity
Victoria Ave	San Nicholas Ave	Channel Islands Blvd	43,900 SY
Victoria Ave	Gonzales Rd	City Limit	57,000 SY
W Fifth St (West Bound)	Victoria Ave	Ventura Rd	21,000 SY

3. Detail 1 on page SP52 .10' depth key cut – Streets, Locations and limits of key cuts.
Detail 1 on page SP52 AC level coarse – Streets, Locations and limits of level coarse.
Detail 2 on page SP53 .10' full width AC Mill – Streets, Locations and limits of full area mill.

Response: Details on page SP52 - SP55 are typical cross sections provided to show the full detail of work to be performed as per the Engineer's direction.

4. On streets that have no curb and gutter and that are to receive and an AC or ARHM overlay, do these streets get a key cut; a full area mill or neither and are just overlayed with asphalt? If they are not milled, will shoulder backing be required?

Response: On streets that have no curb & gutter that are to receive ARHM or HMA Terminal Blend: No key cut, just overlayed. No shoulder backing required.

5. Is there a chance that there is a regular set of drawings (engineered plans / not google maps) that are available and are to scale; preferably 40 scale, so one can perform a quantity take-off to determine productions?

Response: The description of works and quantities are given in the proposal (Bid Sheets), as a basis for the comparison of bids. See Section 5 Quantities Approximate of the Instructions to Bidders, page I1. The City provided a separate location map attached to the Contract Documents. Indicated on the maps are the name of the streets with stationing, the limits of construction (Begin & End), and the full width of the street.

Addendum No. 2 Received: Date: 10/18/17

TORO ENTERPRISES, INC.
Contractor's Name

2101 E. VENTURA BLVD.
Address

[Signature]
Authorized Signature

OXNARD CA 93030
City State Zip Code

SEAN CASTILLO - PRESIDENT
Name and Title

805-483-4515
Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



October 18, 2017

ADDENDUM NO. 3

Thin Maintenance Overlay Project

PW 18-02

SCHEDULED BID OPENING DATE: October 24, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

Revisions/clarifications to the special provisions and documents are as follows:

Questions and answers:

1. Can you please provide us the areas in which concrete repairs will be done so we can evaluate roots etc.?
2. Is there a more detailed layout for the dig out areas so we can quantify by location?

Response: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

The City is providing approximate quantities, scope and description of work, location maps indicating limits of project per street, and no detailed layout for dig out and concrete works.

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work.

3. Does the City have an approximate amount of Asbestos valve stack risers on this project?

Response: Two (2) streets have ACP waterline, namely: Victoria Ave & Harbor Blvd.

ADDENDUM NO. 3 Thin Maintenance Overlay Project PW 18-02

Page -2-

4. Section 1154-4 talks about installing an ARAM interlayer, but there is no pay item for this. How will ARAM be paid for?

Response: No bid item for ARAM, it's not included in the proposed work. Section 1154 does not exist in the bid packet.

Addendum No. 3 Received: Date: 10/19/17

Toro Enterprises, Inc.
Contractor's Name

2101 E. Ventura Blvd.
Address

[Signature]
Authorized Signature

Oxnard CA 93036
City State Zip Code

Sean Castillo - President
Name and Title

805.483.4515
Telephone Number, Including Area Code

CONTRACT**CITY OF OXNARD CONTRACT FOR
THIN MAINTENANCE OVERLAY PROJECT PW 18-02**

THIS CONTRACT ("Contract") is made and entered this 14th day of November, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC., ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Thin Maintenance Overlay Project PW 18-02 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of three million seven hundred sixty seven thousand and seven hundred dollars (\$3,767,700.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

(signatures continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

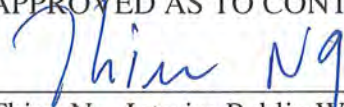
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 11/1/17

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



Thien Ng, Interim Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

TORO ENTERPRISES, INC.

Sean Castillo

Title: ☐ Chairman ☒ President ☐ Vice President

Jerry Hannigan

Title: ☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

**Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 18-02
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

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

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No.PW 18-02
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the City)		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date ☐ Occurrence			
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: ()
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
8 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
9 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
10 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
11 PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
12 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or 2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No PW 18-02 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed	

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

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

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____, ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as THIN MAINTENANCE OVERLAY PROJECT PW 18-02.

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

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

(Name and address of Surety)

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

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

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

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

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

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

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

CITY OF OXNARD

BID SHEETS FOR THIN MAINTENANCE OVERLAY PROJECT PW 18-02

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	100,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	165,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	15,000.-
	0.10 – Feet Thick Thin Maintenance Overlay				
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	50,000	1.45
5	Unclassified Excavation	1120-4	CY	300	55.-
6	Class 2 Aggregate Base	1130-4	TN	300	45.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	120.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	105.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,800	100.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	100.-
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	100.-
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	40.-
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	6.50
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	9.35
15	Grind PCC Sidewalk	1174-6	SF	500	9.-
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	24.-
17	Adjust Manhole Cover To Finished Grade	1185-3	EA	125	460.-
18	Adjust Water Valve Cover To Finished Grade	1185-3	EA	275	400.-

19	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	20	830.-
20	Install Traffic Loop Detector	1520-3	EA	110	291.-
21	Install Bike Loop Detector	1520-3	EA	20	312.-
22	Remove And Replace Street Name Sign	1530-4	EA	35	140.-
23	Remove And Replace Street Sign And Post	1530-4	EA	10	213.-
24	Crack Seal	1155-4	LB	5,000	4.25
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	1.35
Traffic Striping and Markers					
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	1.95
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	73.-
28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	150.-
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
31	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
32	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	200	4.15
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	60.-
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	260.-
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	58.-
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	EA	2	78.-
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	0.36
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	1.82
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	0.29
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	0.73
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	0.73
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	0.73
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	0.73
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	0.73

45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	0.60
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	0.60
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	1.30
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	0.47
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	0.36
50	Paint Curb (2-Coat)	1515-4	LF	2,000	2.18
51	Install Blue RPM	1515-4	EA	200	7.80
TOTAL AMOUNT:					\$ 3,767,700.-

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 3,767,700.-

TOTAL BID PRICE IN WORDS: THREE MILLION, SEVEN HUNDRED SIXTY-SEVEN THOUSAND,
SEVEN HUNDRED DOLLARS & NO CENTS.

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

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>10/17/17</u>	#05	<u> </u>
#02	<u>10/18/17</u>	#06	<u> </u>
#03	<u>10/18/17</u>	#07	<u> </u>
#04	<u> </u>	#08	<u> </u>

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: November 14, 2017
Phone: 805-432-3575

Reason for Appropriation:

Funds Agreement# 8024 with Toro Enterprises, Inc. for the Thin Maintenance Overlay project Phase I (PW 18-02) and contingency.

Accounts and Descriptions

AMOUNT

Fund: Street Maintenance Fund (105)

Expenditures/Transfers Out

TMO Phase I (183103)

105-3015-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	3,768,000
105-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	<u>400,000</u>
	Sub-total Expenditures	<u>4,168,000</u>

Net Change to Fund Balance **(4,168,000)**

Net Appropriation Change **4,168,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 501