

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
September 12, 2017
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Conference with Legal Counsel – Labor Negotiations

CC (Government Code Section 54957.6(a))

City's Designated Representative: Councilman Bryan MacDonald.

Employee: City Attorney

The purpose of the closed session is for the City Council to provide instructions to the City's negotiators.

2. Public Employee Performance Evaluation

CC Title: City Manager

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

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.

E. CEREMONIAL CALENDAR

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

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.

1. SUBJECT: City Council Committees (10/15/10)
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.

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: 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.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

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.

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. 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).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Cultural and Community Service Department4. 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.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

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.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Development Services Department6. SUBJECT: Notice of Pending Approval – Parcel Map No. 17-300-05

RECOMMENDATION: Receive and file only.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

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

RECOMMENDATION: Receive and file only.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Fire Department8. SUBJECT: Adjustment of State Surcharge Fees for Certified Unified Program Agency (CUPA) Services and Permits

RECOMMENDATION: That City Council adopts a resolution adjusting the existing State General Oversight Surcharge and Underground Storage Tank Surcharge fees.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7700

L. PUBLIC HEARINGSDevelopment Services Department1. SUBJECT: Financial Plaza Tower III Development Agreement Amendment (10/10/15)

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.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

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. (10/15/10)

RECOMMENDATION: That City Council direct the City Manager to appoint a negotiating team to negotiate a development agreement with Oxnard Dunes, LLC and approval to seek payment of the City's affordable housing fess for the 38.33-acre Avalon subdivision project, located on the southeast corner of the intersection of Harbor Boulevard and West Fifth Street.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

2. SUBJECT: Urban Greening Grant Application and Oxnard Green Alleys Plan Adoption (20/10/10)

RECOMMENDATION: That City Council:

1. Adopt the Oxnard Green Alleys Plan.

2. Adopt resolutions 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.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

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 (5/5/5)

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.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

N. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: September 12, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in cursive script, likely belonging to Stephen Fischer.

SUBJECT: First Amendment to Attorney Services Agreement for Special Counsel for Rice Avenue/Santa Clara Avenue Interchange Improvements Over Highway 101

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

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.

BACKGROUND

Agreement No. 6540-14-CA (Agreement) is for the provision of legal services by special counsel to initiate and pursue litigation against consultants involved in, and defense of potential claims related to, construction of the Rice/101 Highway Interchange (Project Specification No. PW03-19). On January 26, 2017, Council authorized an appropriation of \$535,600 of the \$1,130,680 Southern California Gas (SCG) settlement reserved in Capital Outlay Fund 301 to Rice 101/Phase II Project 163106 to cover the ongoing expenses including two legal actions and obligations under the two cooperative agreements with Caltrans (Agreement Nos. A-5560 and A-7011).

First Amendment to Attorney Services Agr. Hunt Ortmann
September 12, 2017
Page 2

The City Council approved the Agreement for Hunt Ortmann to represent the City in this matter on January 1, 2014. This First Amendment is to cover the increased amount of the Agreement to cover the first phase of the litigation.

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 1. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The first amendment will be funded with \$380,000 from the settlement of the SCG judgment designated in Capital Outlay Fund 301 related to Highway 101 – Rice Phase II Project No. 163106.

ATTACHMENTS:

Attachment A: Hunt Agr. 6540 1st Amendment

Attachment B: Hunt Agr. 6540

Attachment C: Hunt Agr. 6540 1st Amendment BA

Agreement No. 6540-14-CA

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of September 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Special Counsel"). This First Amendment amends the Agreement entered into on January 1, 2014, by City and Special Counsel. This Agreement was also amended by letter amendments approving additional attorneys on March 29, 2016 and May 22, 2017.

City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement the figure "\$100,000" is deleted and replaced with the figure "\$480,000".

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

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

CITY OF OXNARD**SPECIAL COUNSEL**

Tim Flynn, Mayor

Date

Richard Mah, Special Counsel

Aug. 16, 2017
Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM AND CONTENT:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. 6540-14-CA

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc., engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice in connection with general construction law issues and particular issues related to the Rice Avenue/Highway 101 Interchange as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as may be required in a variety of matters as determined by the City Attorney.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

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COUNCIL APPROVAL
DATE 3-18-14 AGENDA # 5-3

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees Richard Mah shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Special Counsel from rendering any services for Special Counsel's own account or to any other person or entity as Special Counsel in its sole discretion shall determine. Special Counsel agrees that performing such services will not materially interfere with services to be performed for the City.

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

Special Counsel, at Special Counsel's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on January 1, 2014. Special Counsel's services shall continue until December 31, 2018, unless otherwise terminated pursuant to this Agreement.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$100,000 for services provided under this Agreement. Compensation includes amounts to be paid by Special Counsel to expert and consultants.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Richard Mah	\$300.00
Dale Ortmann	\$337.50
Carlo Paciulli	\$255.00
Paralegal	\$135.00

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

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b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
 Consultant fees - at cost
 Copying and printing services fees
 Court reporting services fees
 Expert fees - at cost
 Extraordinary in-house copying costs
 Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night
 Witness fees - State court \$35.00 + statutory mileage
 Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any

personal property used by employees and agents of Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Richard Mah
Dale Ortmann
Carlo Paciulli

b. This list of approved attorneys may be altered by amendments of this Agreement signed and approved by the City Attorney.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Special Counsel under this Agreement shall be confidential and shall not be made available to any third person or organization by Special Counsel without prior written approval of the City Attorney.

17. Indemnity

Special Counsel agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or

omissions are the product of active negligence, passive negligence, or acts for which Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

a. Special Counsel shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

a. City and Special Counsel agree that in the performance of the services, Special Counsel shall be, and is, an independent contractor, and that Special Counsel and its employees are not employees of City. Special Counsel has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Special Counsel.

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Special Counsel acknowledges that Special Counsel and Special Counsel's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

20. Special Counsel Not Agent.

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Special Counsel agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

Special Counsel and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. Covenants and Conditions

Special Counsel and City agree that each term and each provision of this Agreement to be performed by Special Counsel shall be construed to be both a covenant and a condition.

26. Governing Law

The City Attorney and Special Counsel agree that the construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California.

27. Compliance with Law

Special Counsel agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

City Attorney and Special Counsel agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

City and Special Counsel agree that no waiver of a breach of any provision of this Agreement by either Special Counsel or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Special Counsel to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

30. Counterparts

City and Special Counsel agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. Arbitration

Special Counsel and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

32. Expenses of Enforcement

Special Counsel and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and

expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

33. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of the City.

b. Special Counsel acknowledges that the person executing this Agreement has been duly authorized by Special Counsel to do so on behalf of Special Counsel.

34. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Hunt Ortman Palffy Nieves Darling & Mah, Inc., 301 North Lake Avenue, 7th Floor, Pasadena, California 91101-1807, Attention: Richard Mah.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Office of the City Attorney, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

35. Amendment

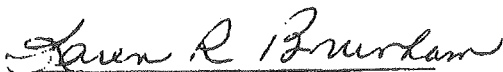
This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

36. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

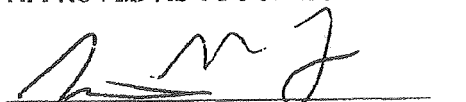
HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.


Karen R. Burnham, Interim City Manager


Richard Mah, Esq.

APPROVED AS TO FORM & CONTENT

APPROVED AS TO INSURANCE


Stephen M. Fischer, Interim City Attorney


James Cameron, Risk Manager

[LAW FIRM]
 [Address]
 [Telephone Number]
 [Date]

Stephen M. Fischer
 Interim City Attorney
 300 W. Third Street, Suite 300
 Oxnard, CA 93030

Case Title:
 Case No:
 City Attorney File No:

STATEMENT OF LEGAL SERVICES
Summary of Fees and Costs

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 6 Minute Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/___ to 6/30/___)
 FY to Date Costs (7/1/___ to 6/30/___)
 Case to Date Fees
 Case to Date Costs

\$ _____
 \$ _____
 \$ _____
 \$ _____

EXHIBIT A

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 6540-14-CA
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. 6540-14-CA

300 W. Third Street, Suite 302

Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 2/14

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to with an Aggregate of \$ _____ 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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Risk Manager Reference No. 6540-14-CA 300 W. Third Street, Suite 302 Oxnard, CA 93030		☐ 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 _____	



DATE MM/DD/YYYY
07/18/12

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

858-571-9030
858-571-9010

INSURED Hunt, Ortmann, Palfy, Nieves,
Lubka, Darling & Mah, Inc.
204 W. 1st Ave., 7th Floor
Pasadena, CA 91101

1. Name of Insured: WILLIAM J. BART 2. Address: 1000 15th St. N.W. 3. City: WASHINGTON, D.C. 4. State: D.C. 5. Zip: 20004 6. Date of Birth: 10/15/1925 7. Sex: M 8. Race: W 9. Occupation: RETIRED 10. Date of Death: 10/15/1985 11. Cause of Death: HEART DISEASE 12. Date of Burial: 10/20/1985 13. Place of Burial: FEDERAL BUREAU OF INVESTIGATION 14. Name of Beneficiary: WILLIAM J. BART 15. Address of Beneficiary: 1000 15th St. N.W. 16. City of Beneficiary: WASHINGTON, D.C. 17. State of Beneficiary: D.C. 18. Zip of Beneficiary: 20004 19. Date of Birth of Beneficiary: 10/15/1925 20. Sex of Beneficiary: M 21. Race of Beneficiary: W 22. Occupation of Beneficiary: RETIRED 23. Date of Death of Beneficiary: 10/15/1985 24. Cause of Death of Beneficiary: HEART DISEASE 25. Date of Burial of Beneficiary: 10/20/1985 26. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 27. Name of Beneficiary: WILLIAM J. BART 28. Address of Beneficiary: 1000 15th St. N.W. 29. City of Beneficiary: WASHINGTON, D.C. 30. State of Beneficiary: D.C. 31. Zip of Beneficiary: 20004 32. Date of Birth of Beneficiary: 10/15/1925 33. Sex of Beneficiary: M 34. Race of Beneficiary: W 35. Occupation of Beneficiary: RETIRED 36. Date of Death of Beneficiary: 10/15/1985 37. Cause of Death of Beneficiary: HEART DISEASE 38. Date of Burial of Beneficiary: 10/20/1985 39. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 40. Name of Beneficiary: WILLIAM J. BART 41. Address of Beneficiary: 1000 15th St. N.W. 42. City of Beneficiary: WASHINGTON, D.C. 43. State of Beneficiary: D.C. 44. Zip of Beneficiary: 20004 45. Date of Birth of Beneficiary: 10/15/1925 46. Sex of Beneficiary: M 47. Race of Beneficiary: W 48. Occupation of Beneficiary: RETIRED 49. Date of Death of Beneficiary: 10/15/1985 50. Cause of Death of Beneficiary: HEART DISEASE 51. Date of Burial of Beneficiary: 10/20/1985 52. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 53. Name of Beneficiary: WILLIAM J. BART 54. Address of Beneficiary: 1000 15th St. N.W. 55. City of Beneficiary: WASHINGTON, D.C. 56. State of Beneficiary: D.C. 57. Zip of Beneficiary: 20004 58. Date of Birth of Beneficiary: 10/15/1925 59. Sex of Beneficiary: M 60. Race of Beneficiary: W 61. Occupation of Beneficiary: RETIRED 62. Date of Death of Beneficiary: 10/15/1985 63. Cause of Death of Beneficiary: HEART DISEASE 64. Date of Burial of Beneficiary: 10/20/1985 65. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 66. Name of Beneficiary: WILLIAM J. BART 67. Address of Beneficiary: 1000 15th St. N.W. 68. City of Beneficiary: WASHINGTON, D.C. 69. State of Beneficiary: D.C. 70. Zip of Beneficiary: 20004 71. Date of Birth of Beneficiary: 10/15/1925 72. Sex of Beneficiary: M 73. Race of Beneficiary: W 74. Occupation of Beneficiary: RETIRED 75. Date of Death of Beneficiary: 10/15/1985 76. Cause of Death of Beneficiary: HEART DISEASE 77. Date of Burial of Beneficiary: 10/20/1985 78. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 79. Name of Beneficiary: WILLIAM J. BART 80. Address of Beneficiary: 1000 15th St. N.W. 81. City of Beneficiary: WASHINGTON, D.C. 82. State of Beneficiary: D.C. 83. Zip of Beneficiary: 20004 84. Date of Birth of Beneficiary: 10/15/1925 85. Sex of Beneficiary: M 86. Race of Beneficiary: W 87. Occupation of Beneficiary: RETIRED 88. Date of Death of Beneficiary: 10/15/1985 89. Cause of Death of Beneficiary: HEART DISEASE 90. Date of Burial of Beneficiary: 10/20/1985 91. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 92. Name of Beneficiary: WILLIAM J. BART 93. Address of Beneficiary: 1000 15th St. N.W. 94. City of Beneficiary: WASHINGTON, D.C. 95. State of Beneficiary: D.C. 96. Zip of Beneficiary: 20004 97. Date of Birth of Beneficiary: 10/15/1925 98. Sex of Beneficiary: M 99. Race of Beneficiary: W 100. Occupation of Beneficiary: RETIRED 101. Date of Death of Beneficiary: 10/15/1985 102. Cause of Death of Beneficiary: HEART DISEASE 103. Date of Burial of Beneficiary: 10/20/1985 104. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 105. Name of Beneficiary: WILLIAM J. BART 106. Address of Beneficiary: 1000 15th St. N.W. 107. City of Beneficiary: WASHINGTON, D.C. 108. State of Beneficiary: D.C. 109. Zip of Beneficiary: 20004 110. Date of Birth of Beneficiary: 10/15/1925 111. Sex of Beneficiary: M 112. Race of Beneficiary: W 113. Occupation of Beneficiary: RETIRED 114. Date of Death of Beneficiary: 10/15/1985 115. Cause of Death of Beneficiary: HEART DISEASE 116. Date of Burial of Beneficiary: 10/20/1985 117. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 118. Name of Beneficiary: WILLIAM J. BART 119. Address of Beneficiary: 1000 15th St. N.W. 120. City of Beneficiary: WASHINGTON, D.C. 121. State of Beneficiary: D.C. 122. Zip of Beneficiary: 20004 123. Date of Birth of Beneficiary: 10/15/1925 124. Sex of Beneficiary: M 125. Race of Beneficiary: W 126. Occupation of Beneficiary: RETIRED 127. Date of Death of Beneficiary: 10/15/1985 128. Cause of Death of Beneficiary: HEART DISEASE 129. Date of Burial of Beneficiary: 10/20/1985 130. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 131. Name of Beneficiary: WILLIAM J. BART 132. Address of Beneficiary: 1000 15th St. N.W. 133. City of Beneficiary: WASHINGTON, D.C. 134. State of Beneficiary: D.C. 135. Zip of Beneficiary: 20004 136. Date of Birth of Beneficiary: 10/15/1925 137. Sex of Beneficiary: M 138. Race of Beneficiary: W 139. Occupation of Beneficiary: RETIRED 140. Date of Death of Beneficiary: 10/15/1985 141. Cause of Death of Beneficiary: HEART DISEASE 142. Date of Burial of Beneficiary: 10/20/1985 143. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 144. Name of Beneficiary: WILLIAM J. BART 145. Address of Beneficiary: 1000 15th St. N.W. 146. City of Beneficiary: WASHINGTON, D.C. 147. State of Beneficiary: D.C. 148. Zip of Beneficiary: 20004 149. Date of Birth of Beneficiary: 10/15/1925 150. Sex of Beneficiary: M 151. Race of Beneficiary: W 152. Occupation of Beneficiary: RETIRED 153. Date of Death of Beneficiary: 10/15/1985 154. Cause of Death of Beneficiary: HEART DISEASE 155. Date of Burial of Beneficiary: 10/20/1985 156. Place of Burial of Beneficiary: FEDERAL BUREAU OF INVESTIGATION 157. Name of Beneficiary: WILLIAM J. BART 158. Address of Beneficiary: 1000 15th	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES MUST BE SHOWN ON THIS FORM						
TYPE	TYPE OF INSURANCE	AGENCY NUMBER	POLICY NUMBER	DATE OF POLICY	POLICY RENEWAL DATE	LIMITS
A	GENERAL LIABILITY	X	36667666	04/16/12	04/16/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					RED EXP (Any third party) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/CP AGG \$ Included
	POLICY: ☐ PRO-TEST ☐ LOG					\$
B	AUTOMOBILE LIABILITY	X	79646604	04/16/12	04/16/13	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB ☒ OCCUR	79660088	04/16/12	04/16/13	EACH OCCURRENCE \$ 4,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE				AGGREGATE \$ 4,000,000	
	DED ☒ RETENTION \$ 0				\$	
C	WORKER COMPENSATION AND EMPLOYERS LIABILITY	Y/N	72WEJK3169	04/16/12	04/16/13	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ)					E.L. EACH ACCIDENT \$ 1,000,000
	Free, deductible under DESCRIPTION OF OPERATION below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach AGORD 101, Additional Remarks Schedule, if more space is required)
* 10 Day notice of cancellation applies in case of non-payment of premium.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
Reference A-7839
300 W Third Street #302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm. B. Smith

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CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID:

K.1.b

DATE (MM/DD/YYYY)

05/28/13

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

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

PRODUCER
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Susan B. Kilano

858-571-9030

858-571-9010

CONTACT

NAME

PHONE

(A/C No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: First Specialty Insurance Corp

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 North Lake Avenue
7th Floor
Pasadena, CA 91101

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Prof Liability Ins.			FNA337999000901	04/15/13	04/15/14	Per Claim 2,000,000 Aggregate 4,000,000

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

Deductible: \$75,000 Per Claim

Retroactive Date: Full Prior Acts

CERTIFICATE HOLDER**CANCELLATION**

CITYOXN

City of Oxnard
Risk Manager
Reference A-7839
300 W. Third Street, #302
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan B. Kilano

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Liability Insurance**Endorsement****Policy Period** APRIL 15, 2012 TO APRIL 15, 2013**Effective Date** APRIL 15, 2012**Policy Number** 3586 79 86 WCE**Insured** HUNT ORTMANN PALFREY NIEVES LUBKA DARLING
& MAH INC**Name of Company** VIGILANT INSURANCE COMPANY**Date Issued** JANUARY 27, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provisions added:

Who Is An Insured**Scheduled Person Or
Organization**

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured, but they are insured only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

damages arising out of their sole negligence.

Schedule

LOS ANGELES WORLD AIRPORTS
INSURANCE COMPLIANCE SECTION
7301 WORLD WAY WEST
LOS ANGELES, CA 90043
"THE CITY OF LOS ANGELES, ITS DEPARTMENTS, OFFICERS
AND EMPLOYEES"
CITY OF OXNARD
ATTN: RISK MANAGER, REFERENCE NO. A-7839
300 W. THIRD ST., STE 302

Liability Insurance

Form 80-02-2367 (Rev. 8-04)

Reference Copy
Additional Insured - Scheduled Person Or Organization
Endorsement

continued

Page 1

POLICY NUMBER: (12) 7354-65-04

COMMERCIAL AUTO
CA 20 48 02 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

~~BUSINESS AUTO COVERAGE FORM~~~~GARAGE COVERAGE FORM~~~~MOTOR CARRIER COVERAGE FORM~~~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are 'insureds' under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. A-7889
300 W. THIRD STREET, SUITE 302
OXNARD, CA 93030

THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS INSURED WITH REGARD TO LIABILITY AND DEFENSE OF SUITS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NOT CONTRIBUTING TO OR IN EXCESS OF ANY EXISTING CITY INSURANCE OR SELF INSURANCE COVERAGES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

H 402 HUNTO-1

OP ID: M

K.1.b

DATE (MM/DD/YYYY)
05/28/13

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

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

PRODUCER Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kelley L. Milks, CIC CRM RPLU		Phone: 858-571-9030 Fax: 858-571-9010	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Hunt Ortmann Palffy Nieves Darling & Mah, Inc. 301 N. Lake Ave. 7th Floor Pasadena, CA 91101		INSURER(S) AFFORDING COVERAGE INSURER A: Vigilant Insurance Company INSURER B: Federal Insurance Company INSURER C: Sentinel Insurance Company INSURER D: First Specialty Insurance Corp INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	35867986	04/15/13	04/15/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	73546504	04/15/13	04/15/14	GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO ALL OWNED AUTOS					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
B	UMBRELLA LIAB	X	79860088	04/15/13	04/15/14	BODILY INJURY (Per accident) \$
	EXCESS LIAB					PROPERTY DAMAGE (Per accident) \$
	DED ☒ RETENTIONS 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	72WEJX3189	04/15/13	04/15/14	EACH OCCURRENCE \$ 4,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					AGGREGATE \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
* 10 Day notice of cancellation applies in case of non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Risk Manager Reference A-7839 300 W Third Street #302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 15, 2013 TO APRIL 15, 2014
<i>Effective Date</i>	APRIL 15, 2013
<i>Policy Number</i>	3586-79-86 WCE
<i>Insured</i>	HUNT ORTMANN PALFFY NIEVES DARLING & MAH INC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 18, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

damages arising out of their sole negligence.

Schedule

LOS ANGELES WORLD AIRPORTS
INSURANCE COMPLIANCE SECTION
7301 WORLD WAY WEST
LOS ANGELES, CA 90045
"THE CITY OF LOS ANGELES, ITS DEPARTMENTS, OFFICERS
AND EMPLOYEES"
CITY OF OXNARD
ATTN: RISK MANAGER, REFERENCE NO. A-7839
300 W. THIRD ST., STE 302

Reference Copy

Liability Insurance

Additional Insured - Scheduled Person Or Organization

continued

Form 80-02-2367 (Rev. 8-04)

Endorsement

Page 1



CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: K

K.1.b

DATE (MM/DD/YYYY)

05/28/13

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

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

PRODUCER
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Susan B. Kilano

858-571-9030
858-571-9010

CONTACT NAME:**PHONE**

(A/C, No. Ext):

FAX

(A/C, No.):

E-MAIL**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A: First Specialty Insurance Corp****INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 North Lake Avenue
7th Floor
Pasadena, CA 91101

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				WC STATUTORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
A	Lawyers Prof Liability Ins.		FNA337999000901	04/15/13	04/15/14	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						Per Claim 2,000,000
						Aggregate 4,000,000

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

Deductible: \$75,000 Per Claim

Retroactive Date: Full Prior Acts

CERTIFICATE HOLDER**CITYOXN**

City of Oxnard
Risk Manager
Reference A-7839
300 W. Third Street, #302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan B. Kilano

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ACORD 25 (2010/05)

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REQUEST FOR BUDGET APPROPRIATION

Department: City Attorney
Project/Program
Manager: Stephen Fischer

Date: September 12, 2017
Phone: Ext. 7492

Reason for Appropriation:

To appropriate funds to Project 163106 for attorney services for litigation for Hwy 101-Rice Phase II.

Accounts and Descriptions

AMOUNT

Fund: Fund 301- Capital Outlay Funds

Expenditures/Transfers Out

Project 163106- Hwy 101--Rice Phase II

301-9718-826-82.04	Services--Legal Counsel	380,000
--------------------	-------------------------	---------

	Sub-total Expenditures	380,000
--	------------------------	---------

	Net Change to Fund Balance	(380,000)
--	-----------------------------------	------------------

	Net Appropriation Change	(380,000)
--	---------------------------------	------------------

Approvals

Department Director	
	Stephen Fischer
Chief Financial Officer	
City Manager	

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 32



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: September 12, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the June 5, 2017 Special Meeting, June 6, 2017 Regular Meeting, and June 7, 2017 Special Meeting.

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 item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 06.05.17 CC special meeting

Attachment B: Minutes 06.06.17 CC,HA regular meeting

Approval of Minutes
September 12, 2017
Page 2

Attachment C: Minutes 06.07.17 CC,HA special meeting

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 June 5, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., the special meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present. The City Clerk stated that the agenda was posted June 1, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Ruth Osuna, Assistant City Manager; Jesús Nava, Assistant City Manager; Darwin Base, Fire Chief; Ashley Golden, Development Services Director; Kymberly Horner, Economic Development Director; Phillip S. Molina, City Treasurer; Steve Naveau, Human Resources Director; Jim Throop, Chief Financial Officer; Scott Whitney, Police Chief; Lourdes Lopez, Executive Assistant (acting as Deputy City Clerk); and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REPORTS

City Manager's Department

1. SUBJECT: Fiscal Year 2017-2018 Operating Budget - June 5 and 7 City Council Budget Workshops.
RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2017-2018 Budget on June 13, 2017; and
 2) Conduct two budget workshops on June 5 and 7 with the primary intent of
 - a. understanding the City's financial position,
 - b. understanding departmental accomplishments, goals and performance measures, and
 - c. providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.

Public comments were received from Steve Nash.

The City Manager gave a report. Discussion ensued among the Council and staff following each department report:

The Police Chief reported on the proposed Police Department budget.

Public comments were received from Lawrence Stein.

The Fire Chief reported on the proposed Fire Department budget.

The Development Services Director reported on the proposed Development Services Department budget. Public comments were received from Steve Nash.

The City Attorney reported on the proposed City Attorney Department budget.

The Economic Development Director reported on the proposed Economic Development Department budget.

The City Treasurer reported on the proposed City Treasurer Department budget.

Public comments were received from Daniel Chavez Jr.

Further discussion ensued among the Council and staff.

Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to approve the proposed budget calendar as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez all voted in favor; the motion carried 5-0.

D. ADJOURNMENT

There being no further business, and without objection, Mayor Flynn adjourned the meeting at 10:22 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 June 6, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:09 p.m., the regular meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present; Councilmember Bert Perello was absent (arrived at 5:34 p.m.). Housing Commissioners Jose Andrade and Francisco Vega arrived at 6:00 p.m. The City Clerk stated that the agenda was posted June 1, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Ashley Golden, Development Services Director; Roger Brooks, Code Compliance Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Recovery of Nuisance Abatement Costs.
RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

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

The Development Services Director introduced the Code Compliance Manager, who gave a report. Discussion ensued among the Council and staff.

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

Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; the motion carried 4-0 (Perello absent).

2. SUBJECT: Recovery of Civil Citation Fines.
RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

The City Clerk announced the affidavit of publication and stated that one written communication had been received. Councilman MacDonald clarified that the communication's subject address (5298 Cypress Road) had been removed from the fine recovery list.

The Code Compliance Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Tony Solis regarding 1000 King Street. Discussion ensued among the Council and staff.

Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation, with an amendment to hold the proposed lien against 1000 King Street in abeyance until June 26, 2017, pending Mr. Solis' obtainment of a demolition permit. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; the motion carried 4-0 (Perello absent).

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jack Villa (Neighborhood Councils), Steve Nash (potential recall election), Michael Gleason (transparency and public involvement), Daniel Chavez Jr. (budget workshops, Hemlock crosswalks, whistleblower program), Dan Pinedo (potential recall, street repairs, roadside memorials), Jackie Tedeshi (potential recall election), Woodrow Thomas Sr. (racial harassment, hate crimes, immigration), Al Velasquez (potential recall election), Harold Ceja (potential recall election), Lawrence Stein (budget workshops), and Pat Brown (recent FEMA meeting, sea level rise).

(Councilmember Perello arrived during Public Comments.)

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 12, 2017 as "Philippine Independence Day - Flag Raising."

Mayor Flynn read the proclamation and presented it to Grace Tuazon of the Filipino American Council of Ventura County, who thanked the Council and made some remarks, along with other leaders of the Filipino American Council.

(The Housing Commissioners arrived at this time.)

Additional staff members present at this time were Darwin Base, Fire Chief; Arturo Casillas,

Housing Director; Kymberly Horner, Economic Development Director; Phillip Molina, City Treasurer; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Police Chief; Eden Alomeri, Assistant City Treasurer; Raja Bamrungpong, Information Technology Manager; Jefferson Billingsley, Assistant City Attorney; Sandra Burkhart, Special Districts Administrator; Grant Dunne, Environmental Resources Management Analyst III; Art Gutierrez, Facilities Maintenance Supervisor; Shiri Klima, Assistant City Attorney; Eduardo Miranda, Police Commander; Joe Rodriguez, Fleet Services Supervisor; and James Torrez, Environmental Resources Supervisor.

F. REPORTS

Finance Department

1. SUBJECT: Landscape Maintenance District Contracts for FY 17-18, 18-19 and 19-20.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute the following:
 1. Agreement A-7970 with Kaneko Landscaping, Inc. to provide landscape maintenance services to thirty seven (37) landscape maintenance districts (LMDs) in the total amount of \$1,516,680.00;
 2. Agreement A-7971 with Garcia's Landscape Maintenance, Inc. to provide landscape maintenance services to three (3) LMDs in the total amount of \$108,000.

That City Council additionally approve the following:

3. A 10 percent contingency amount of \$151,668 for Agreement A-7970 for maintenance services with Kaneko Landscaping, Inc.;
4. A 10 percent contingency amount of \$10,800 for Agreement A-7971 for maintenance services with Garcia's Landscape Maintenance, Inc.

Councilman MacDonald announced that he would recuse himself from this item due to a potential conflict of interest, and left the dais.

The Special Districts Administrator gave a report.

Councilmember Perello also announced that he would recuse himself from this item due to a potential conflict of interest, and left the dais.

Public comments were received from Steve Huber, Michael Gleason, Larry Stein, Jackie Tedeshi, and Al Velasquez.

Discussion ensued among the Council, staff, and Pablo Perez of NBS Local Government Consulting.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, Madrigal, and Ramirez voted in favor; the motion carried 3-0 (MacDonald and Perello absent [recused]).

Following the vote, Councilmembers MacDonald and Perello returned to the dais.

G. REPORT OF CITY MANAGER

The City Manager reported on the ongoing budget workshop process, the City's recent "Business Champion Award" from the Oxnard School District and the Ventura County Civic Alliance, his recent presentation to the Ventura County Lodging Association, and the City's latest sales tax revenues.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending a recent Downtown meeting and a recent La Colonia Neighborhood Council meeting.

Mayor Pro Tem Ramirez requested that another hearing be held regarding the FEMA flood maps. She congratulated former Mayor Dr. Manuel Lopez on his recent 90th birthday. She read excerpts from the other Councilmembers' recall response statements. She commented on the 73rd anniversary of the D-Day invasion.

Councilman MacDonald announced an upcoming Gold Coast Transit District meeting and the Chamber of Commerce annual business and community awards luncheon. He reported that he'd communicated with E-Path Homeless Solutions on dealing with homelessness issues.

Councilmember Perello reported on attending recent meetings regarding the Santa Clara River levy issue, a Ventura Regional Sanitation District meeting, the FEMA flood map hearing, and a Planning Commission meeting regarding short term rentals.

Mayor Flynn discussed initiating priority-based budgeting in the fall.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-13 and K-12 were pulled for discussion.

Regarding K-13: Councilmember Madrigal inquired whether the Ocean View School District is participating in the School Resource Officer contract. The Police Commander responded. Discussion ensued among Council and staff.

Regarding K-12: Mayor Pro Tem Ramirez commented on the importance of affordable housing in the community.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Michael Gleason. Discussion ensued among Council and staff.

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement.

RECOMMENDATION: That City Council authorize the Mayor to execute the Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement.

City Clerk Department

2. SUBJECT: Minutes of the May 23, 2017 Regular 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 agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. Kaneko Landscaping, Inc. (7059-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways District at Mandalay Bay (\$38,400).
- B. Kaneko Landscaping, Inc. (7060-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways Assessment District at Harbor Island (\$30,000).
- C. The Groundkeeper, Inc. (652-14-PW) for landscape maintenance services for Public Works facilities (\$70,000).
- D. Weck Laboratories, Inc. (A-7583) for laboratory chemical testing and sampling for the Water Division (\$157,000).
- E. Ventura County Tax Collector for property taxes incurred during the building of Fire Station 8 (\$25,795).
- F. CDWG for network hardware (\$28,482).
- G. Aztec Data Supply for sinology servers and related hardware (\$80,097).
- H. Aztec Data Supply for VMWARE software license (\$36,680).

Finance Department

4. SUBJECT: Adoption of Resolution Declaring Intention to Levy and Collect Assessments and Scheduling of Public Hearing for FY 2017-18 for Landscaping Maintenance Districts.

RECOMMENDATION: That City Council adopt **Resolution No. 15,015** declaring intention to levy and collect assessments for Fiscal Year 2017-2018 within the city's Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972.

5. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange).

RECOMMENDATION: That City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3) adopt **Resolution No. 15,016** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2017-18.

6. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark).

RECOMMENDATION: That City Council:

- 1) Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt

- Resolution No. 15,017** setting a special tax rate within CFD No. 5 (Riverpark) for FY 2017-18; and
- 2) Authorize the City Manager to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.
7. SUBJECT: Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:
1) Adopt **Resolution No. 15,018** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2017-18; and
2) Adopt **Resolution No. 15,019** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2017-18.
8. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay).
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2:
1) Adopt **Resolution No. 15,021** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2017-18; and
2) Adopt **Resolution No. 15,022** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2017-18.
9. SUBJECT: Resolution of Intention to Dissolve Eighteen Landscape Maintenance Districts.
RECOMMENDATION: That City Council adopt **Resolution No. 15,023** declaring intention to dissolve Eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500).

Housing Department

10. SUBJECT: Housing Authority Investment Policy.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") approve **Housing Authority Resolution No. 1,297** adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2017-2018.
11. SUBJECT: Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher Participants.
RECOMMENDATION: That the Housing Authority of the City of Oxnard Board of Commissioners approve **Housing Authority Resolution No. 1,298** to adopt revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.
12. SUBJECT: Request for \$200,000 in Funding from the Ventura County Housing Trust Fund.

RECOMMENDATION: That the City Council approve a request for \$200,000 in funding for an investment into the Ventura County Housing Trust Fund (VCHTF).

Police Department

13. SUBJECT: MOUs with School Districts.

RECOMMENDATION: That City Council approve and authorize the City Manager to execute the Cost Sharing Memorandums of Understanding (MOU) between the: Rio School District, Hueneme School District, Oxnard School District and the Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent Agenda as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, Ramirez, Andrade and Vega voted in favor; the motion carried 5-0 (City Council items) and 7-0 (Housing Authority items).

L. REPORTS

City Treasurer Department

1. SUBJECT: General Banking Services Agreement.

RECOMMENDATION: The City Council approve and authorize the Mayor to execute an agreement with Bank of America in an estimated amount of \$360,000 for an initial term of 3 years with an option to renew for a 2-year term, to provide general banking services, including provision of a continuing Sweep Account and armored guard pickup services.

The City Treasurer gave a report. Public comments were received from Al Velasquez and Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, stating that he felt the credit card issue needed to be addressed separately. The motion carried 4-1.

Public Works Department

2. SUBJECT: Blanket Purchase Order No. 6260 with Shell Fleet Card Services to Extend Agreement a Sixth Year for Gas Station Fuel and Car Wash Service for FY 2017-18.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 6260 to extend the agreement a sixth and final year with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2017, to June 30, 2018, in an amount not to exceed \$2,005,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.

The Fleet Services Supervisor gave a report. Discussion ensued among the Council and staff. Public comments were received from Al Velasquez. Further discussion ensued.

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

3. SUBJECT: Purchase of 15 Compressed Natural Gas Trucks.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Purchase Order #6034 in the amount of \$4,851,760 for the purchase of ten (10) residential refuse collection vehicles, two (2) commercial ("front-loader") collection vehicles, and three (3) industrial ("roll-off") collection vehicles from Velocity Truck Center.

The Environmental Resources Supervisor gave a report. Discussion ensued among the Council and staff. Public comments were received from Al Velasquez. Further discussion ensued.

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

4. SUBJECT: Second Amendment to Agreement with Ecology Auto Parts, Inc. for Supplemental Waste Transfer Hauling Services (Agreement No. A-7766).
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Ecology Auto Parts, Inc. (Ecology) to increase the total amount by \$800,000 from an agreement value of \$2,100,000 to \$2,900,000 for supplemental waste transfer hauling services (Agreement No. A-7766).

The Environmental Resources Management Analyst gave a report. Public comments were received from Al Velasquez and Pat Brown. Discussion ensued among the Council and staff.

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

Economic Development Department

5. SUBJECT: Heritage Square Agreement for Use of the Common Areas.
RECOMMENDATION: That the City Council approve an agreement between the Heritage Square Property Owners Association ("Association") and the City of Oxnard ("City") for use of the Association's common areas for Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020, and approve an annual contribution to the Association in the amount of \$25,000 per year for Fiscal Years 2017-2018 through 2019-2020.

The Economic Development Director gave a report. Public comments were received from Steve Nash. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommendation as presented. VOTE: Flynn, MacDonald Madrigal, Perello, and Ramirez voted in

favor; the motion carried 5-0.

M. PUBLIC COMMENTS ON REPORTS (None)

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:05 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 June 7, 2017

A. ROLL CALL/POSTING OF AGENDA

At 1:07 p.m., the special meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; Mayor Tim Flynn; and Housing Commissioners Jose Andrade and Francisco Vega were present. The Deputy City Clerk stated that the agenda was posted June 1, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Ruth Osuna, Assistant City Manager; Jesús Nava, Assistant City Manager; Arturo Casillas, Housing Director; Ingrid Hardy, Cultural and Community Services Director; Steve Naveau, Human Resources Director; Raja Bamrungpong, Information Technology Manager; Art Gutierrez, Facilities Maintenance Supervisor; Thien Ng, Wastewater Division Manager; James Torrez, Environmental Resources Supervisor; Lourdes Lopez, Executive Assistant (acting as Deputy City Clerk), and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REPORTS

City Manager's Department

1. SUBJECT: Fiscal Year 2017-2018 Operating Budget - June 5 and 7 City Council Budget Workshops.

RECOMMENDATION: Conduct the second of two budget workshops with the primary intent of

- a. understanding the City's financial position,
- b. understanding departmental accomplishments, goals and performance measures, and
- c. providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.

The City Manager gave a report. Discussion ensued among the Council and staff following each department report:

The Housing Director reported on the proposed Housing Authority budget. Public comments were received from Steve Nash.

The Public Works Director gave an overview of the proposed Public Works Department budget.

The Facilities Maintenance Supervisor reported on the proposed Public Works non-utility divisions budgets.

The Environmental Resources Supervisor reported on the proposed Environmental Resources division budget.

The Public Works Director reported on the proposed Water division budget. Public comments were received from Steve Nash.

The Wastewater Division Manager reported on the proposed Wastewater division budget. Public comments were received from Jackie Tedeshi and Daniel Chavez Jr.

The Chief Financial Officer Director reported on the proposed Finance Department budget.

The Cultural and Community Services Director reported on the proposed Cultural and Community Services Department budget.

The Information Technology Manager reported on the proposed Information Technology Department budget.

The Human Resources Director reported on the proposed Human Resources Department budget.

The Assistant City Manager Nava reported on the proposed City Manager's Department budget.

The City Clerk reported on the proposed City Clerk's Department budget.

The City Manager reported on the proposed Measure "O" budget and budget augmentation requests.

Further discussion ensued among the Council and staff. No action was taken.

D. ADJOURNMENT

There being no further business, and without objection, Mayor Flynn adjourned the meeting at 6:32 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: September 12, 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. Governor's Office of Emergency Services ("CAL OES") {A-xxxx} 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).

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.

Agreements for City Council Review
September 12, 2017
Page 2

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 September 12, 2017

City Manager Contract List for 09/12/2017

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

A Agreement for Temporary Transfer of Vehicular Equipment (Fire Engine)

Vendor: Governor's Office of Emergency Services ("CAL OES")
Type: Original Agreement
Agreement No.: A-8008
Amendment No.: N/A
Purchase Order No.:
Begin Date: 08/29/2017
End Date: 08/29/2027
Term: 10 years

Amount to be Approved: \$0
Current FY Amount: \$0
Total Contract Amount: \$0
Funding Source: General Fund
Vendor Selection Process: Government Entity
of Bids/Proposals/Quotes: N/A
Project Manager: Darwin Base, Fire Chief
Department: Fire Department
Telephone: 805-385-7722
Email: darwin.base@oxnard.org

Purpose: Ratify the action by the City Manager and Councilman MacDonald of August 29, 2017 for a ten-year agreement between the Oxnard Fire Department ("OFD") and CAL OES (Office of Emergency Services) for the use of a type 1 fire engine to be used for mutual aid responses.

Consideration for this agreement is a mutual benefit to both parties due to:

- An additional engine, at minimal cost, to use in the City when OFD engines are down for maintenance, etc. (basic preventative maintenance and repairs up to \$100 will be the responsibility of the department.) Repairs exceeding \$100 will be CalOES obligation;
- Vehicle is not to be used as permanent front-line apparatus;
- The OES engine will replace an OFD engine on mutual aid/strike team responses state-wide, potentially reducing wear and tear on OFD apparatus;
- Allows more opportunities for OFD to gain experience during all risk responses statewide; and
- Ensures OFD is active in statewide mutual aid, which benefits the City in the event of a natural disaster/emergency in Oxnard.

City Manager Contract List for 09/12/2017

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

B Agreement for participation in Google's Waze Connected Citizen Program

Vendor: Google/Waze
Type: Original Agreement
Agreement No.: A-7967
Amendment No.: N/A
Purchase Order No.:
Begin Date:
End Date:
Term:

Amount to be Approved: \$0
Current FY Amount: \$0
Total Contract Amount: \$0
Funding Source: No Cost
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Mike Shaffer
Department: Information Technology Department
Telephone: 805-385-5335
Email: mike.shaffer@oxnard.org

Purpose: Staff requesting authorization to enter into an agreement with Google/Waze to allow the City's participation in the Waze Connected Citizens Program. Under this no-cost data sharing program the City and Waze will exchange publicly available incident and road closure reports, enabling the City to respond more immediately to accidents and congestion on local roads. Data provided by the City is aggregated on the Waze platform, resulting in a thorough overview of current road conditions for the public. This program is used by over 150 public agencies in the U.S., including Caltrans. This is a non-traditional agreement that is only offered by Google in a "click to accept" format.

Approval of this item will authorize the project manager to accept the agreement on behalf of the City. This is an agreement which requires official approval due to the indefinite duration of the agreement even though the City can terminate at will at any time.

C CIRGIS Aerial Imagery

Vendor: CIRGIS Collaborative Business Office
Type: Original Agreement
Agreement No.: A-7990
Amendment No.: N/A
Purchase Order No.: 3405
Begin Date: 08/03/2017
End Date: 08/02/2020
Term: 3 year

Amount to be Approved: \$46,000
Current FY Amount: \$46,000
Total Contract Amount: \$46,000
Funding Source: General Fund and Enterprise Funds
Vendor Selection Process: Joint Purchase
of Bids/Proposals/Quotes: N/A
Project Manager: Mike Shaffer
Department: Information Technology Department
Telephone: 805-385-5335
Email: mike.shaffer@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with CIRGIS Collaborative Business Office ("CIRGIS") to participate in the CIRGIS Collaborative regional aerial imagery project. High resolution color aerial photography will be used by staff in Public Works, Development Services and Public Safety in their everyday work and depend on the continual updating of these images. This project is in collaboration with neighboring municipalities and therefore the costs to our City is greatly reduced. CIRGIS works through a competitive bidding process and costs continue to be reduced while imagery quality continuously improves.

City Manager Contract List for 09/12/2017

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

D Attorney Services Agreement

Vendor: Shute Mihaly & Weinberger, LLP
Type: Amendment
Agreement No.: 7002-15-CA
Amendment No.: 4
Purchase Order No.: 5286
Begin Date: 01/21/2015
End Date: 01/22/2019
Term: 01/21/15-01/22/19

Amount to be Approved: \$250,000
Current FY Amount: \$250,000
Total Contract Amount: \$1,000,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Stephen M. Fischer
Department: City Attorney
Telephone: 805-385-7483
Email: stephen.fischer@oxnard.org

Purpose: Staff is requesting authorization to enter into a Fourth Amendment with Shute Mihaly & Weinberger, LLP (7002-15-CA) in the amount of \$250,000 for continued legal representation before the California Public Utilities Commission and the California Energy Commission in relation to the proposed new NRG electrical generating facility at Mandalay Beach, which may impact the decommissioning and removal of the existing generating facilities at Mandalay and Ormond Beach.

This Fourth Amendment is to increase the not to exceed amount of \$750,000 by \$250,000 for a total not to exceed amount of \$1,000,000.

E Blanket Purchase Order Street Maintenance-Cold Asphalt Material for Street Repairs

Vendor: Crafcro Inc.
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6472
Begin Date: 08/01/2017
End Date: 08/01/2018
Term: 1 year

Amount to be Approved: \$50,000
Current FY Amount: \$0
Total Contract Amount: \$50,000
Funding Source: Measure O
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Raymond Williams, Interim Streets Manager
Department: Public Works Department
Telephone: 797-8206
Email: raymond.williams@oxnard.org

Purpose: Staff is requesting authorization to purchase cold asphalt material for patching potholes, filling utility cuts and repairing damaged asphalt from Crafcro, Inc. in the amount of \$50,000.

Pursuant to the City's Purchasing Policies, staff solicited three informal bids for the purchase of asphalt cold patch material. Crafcro Inc. was selected as the lowest bidder.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Performing Arts Center Agreement Extension

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

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.

BACKGROUND

In the year 2000, the City entered into an operating agreement with the Oxnard Performing Arts Center Corporation (“Corporation”) for the operation, maintenance and management of the Performing Arts and Convention Center (“PACC”). The agreement had an initial term of 10 years and was drafted with two additional 10 year renewal terms contemplated. However the renewal was not formalized for several years. Earlier this year the renewal was accomplished via City Council Resolution No. 14,996 and action by the PACC Board.

While a new operating agreement is in the drafting stages, the City has recently appointed an internal auditor tasked with review of PACC operations. Accordingly, staff is recommending that the current Agreement be extended through June 30, 2018 pending completion of the audit and any resulting recommendations.

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.

FINANCIAL IMPACT

No financial impact at this time.

ATTACHMENTS:

Attachment A: PACC Extension Agreement

Attachment B: PACC Agreement (A-5904)

Attachment C: Resolution No. 14,996

SECOND AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Second Amendment ("Second Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th Day of September, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This Second Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previously amended by a First Amendment on March 6, 2017.

City and Operator agree as follows:

1. The Agreement is extended through June 30, 2018 unless a replacement agreement is approved at an earlier date.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

Tim Flynn
Mayor

Gary Blum
Chair

ATTEST:

Michelle Ascencion
City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:

Greg Nyhoff
City Manager

AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts and Convention Center ("Agreement"), is entered into in Ventura County, California by and between the CITY OF OXNARD, a municipal corporation ("City"), and the OXNARD PERFORMING ARTS CENTER CORPORATION, a nonprofit corporation ("Operator").

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center; and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, City previously constructed a building in Peninsula Park with several meeting rooms; and

WHEREAS, the City Council of City desires that the Performing Arts and Convention Center and the Peninsula Park Building in the future be operated, maintained and managed by Operator.

NOW, THEREFORE, City and Operator agree as follows:

1. Facilities

The facilities governed by this Agreement consist of the Oxnard Auditorium, the Community Center, all other structures located at 800 Hobson Way, Oxnard, California and the surrounding grounds and parking lot as depicted in Exhibit A attached hereto and incorporated in full herein by this reference and the Peninsula Park Building and meeting rooms located at 3333 Peninsula Road (collectively "PACC").

2. Governing Policy

City and Operator agree that the PACC shall be operated, maintained and managed so as to maximize artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational, and recreational programs and other similar events for the use and benefit of the public and the community.

3. Operation, Maintenance and Management

a. Operator shall operate, maintain and manage the PACC in accordance with the standard terms and conditions set forth in this Agreement.

b. City shall cooperate with Operator to enable Operator to operate, maintain and manage the PACC in an efficient and economical manner so as to generate maximum revenue from the PACC, to encourage maximum utilization of the PACC and to protect the PACC as a significant public asset.

4. General Standards of Performance

The following general standards of performance shall be satisfied by Operator:

a. Operator shall timely pay Operator's financial obligations required by this Agreement.

b. Operator shall promptly discharge all claims for labor, materials, supplies, and equipment furnished for or in connection with the PACC.

c. Operator shall adopt and enforce rules and regulations governing the PACC.

d. Operator shall comply with all valid requirements of any authority governing the PACC and shall require all persons using the PACC or attending events to comply with such valid requirements.

e. Operator shall pay reasonable wages and benefits to employees performing services in connection with the PACC.

f. Operator shall maintain reasonable operating policies and procedures to govern various aspects of the PACC such as administrative functions, sales policies, maintenance, repair, and accounting practices.

g. During the first or second month of the calendar year, the Board of Directors of Operator and the City Council shall conduct a joint meeting. During this meeting, the following matters will be discussed:

(1) Annual Goals and Objectives for the PACC with specific measurable indicators for Operator.

(2) PACC Annual Report with statements of PACC revenue and expenses and details on the utilization of the PACC.

(3) Annual Marketing Plan for the PACC to reflect the specific performance goals for Operator.

5. Fee Schedules

No later than April 1 of each year, Operator shall prepare and submit to City for approval by the City Council, a schedule of maximum and minimum fees to be charged persons and organizations using the PACC. User fees shall be within the limits of the schedule unless, at the discretion of the Operator, a discounting or waiver of the fees offers a significant marketing advantage to the PACC and will produce positive benefit for City.

6. Term

a. City hereby grants to Operator an exclusive right to operate, maintain and manage the PACC for a period beginning December 1, 2000, and ending June 30, 2010 ("Initial Term"). City further grants Operator an opportunity to request renewal of this Agreement for two (2) additional terms of ten (10) years each.

b. Any additional terms of this Agreement shall be effective only with the mutual consent of the City Council and the PACC Board of Directors.

7. Operator as Exclusive Manager

Operator shall have the exclusive responsibility, discretion, and authority to determine policies, procedures, standards of operation, special rights or privileges, programs, standards of service and maintenance affecting the PACC.

8. City Manager

The City Manager, or designee, shall be the person generally responsible for administering and monitoring this Agreement on behalf of City.

9. PACC Manager

a. Operator shall provide a person to be the Executive Director of the PACC. The Executive Director shall be available during customary working hours to meet with the City Manager, and such additional times as may be necessary to perform the duties of Executive Director as may be prescribed by Operator.

b. The Executive Director shall have full authority to act for Operator on all matters relating to the performance of services under this Agreement and shall be the principal contact person with the City Manager.

10. Quality of Goods and Services

a. The primary mutual concern of City and Operator is to provide quality events, goods and services to the public using the PACC, at affordable prices, while striving to reduce operating subsidies provided by City.

b. Operator shall use its best efforts to operate, manage and maintain the PACC as a first-class performing arts center and meeting room facilities.

11. Payments to Operator

a. City agrees to grant Operator for operating, maintaining, and managing the PACC a minimum yearly amount ("Operating Subsidy"), by minimum monthly payments, as provided for in the Operating Budget.

b. City agrees to provide Operator the Operating Subsidy in minimum monthly payments before the fifth (5th) day of the calendar month following each month of the term provided herein.

12. Marketing

a. Operator shall reasonably promote and advertise the PACC using the name Oxnard Performing Arts and Convention Center and City approved logo and logo colors. Operator shall develop all publicity material in a professional manner.

b. During the course of performance of this Agreement, Operator, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the legal name of City without the prior consent of City Manager provided that Operator may include in any such material the phrase "Oxnard Performing Arts and Convention Center" without such prior approval. City Manager shall not unreasonably withhold such consent.

13. Financial Management and Budgets

a. Operator shall prepare and maintain all books, records, accounting statements, income and loss statement, balance sheets, and other data associated with the financial affairs of the PACC, in a form approved by City Manager ("Operating Statements").

b. The Operating Statements shall be maintained in accordance with generally accepted accounting principals which will accurately reflect the gross receipts and expenses of the Operator. No less frequently than annually, the Operating Statements shall be audited by an independent certified public accountant and the result of such audit shall be made available to both Operator and City for review and approval.

c. Operator shall make available to City the Operating Statements at all times upon reasonable request of City Manager.

14. Capital Budgets

Operator shall prepare and submit to City Manager an annual capital improvement budget for the PACC ("Capital Budget"). Operator shall submit the Capital Budget each year on the same schedule and at the same time as City Manager requires City departments to submit

their budgets. The Capital Budget shall be presented in reasonable detail and in a format approved by City Manager. Upon approval of the Capital Budget by the City Council, City shall make available the requested funds in such amounts and at such times as may be described in the Capital Budget during that succeeding fiscal year.

15. Annual Operating Budget

An annual Operating Budget setting forth the projected revenues and expenses associated with the operations, maintenance and management of the PACC shall be prepared by Operator and submitted to City Manager, together with such other information and plans as may be reasonably requested by City Manager. Operator shall submit the Operating Budget each year on the same schedule and at the same time as City Manager requires City departments to submit their budgets. The Operating Budget shall be subject to the prior approval of the City Council, which approval shall not be unreasonably withheld, delayed or conditioned. Upon the approval of the Operating Budget, City shall make available to Operator the Operating Subsidy as requested in the Operating Budget.

16. Endowment Funds

a. City and Operator shall cooperate in a joint effort to create a segregated endowment fund, exclusively for the benefit of the PACC ("Endowment Fund") the principal of which shall be retained by City and not used in connection with the operations of the PACC. No less than 70% of the interest, earnings and income from the Endowment Fund shall be made available to Operator to defray the ordinary costs and expenses incurred in the operation of the PACC.

b. The Endowment Fund shall be held and maintained by City and City shall be permitted to invest and reinvest the Endowment fund as the City Council may determine in its reasonable discretion. City and Operator further agreed that no portion of the interest, earnings or income from the Endowment Fund shall be made available to Operator until such time as the principal of the endowment fund has reached a sum equal to \$100,000.

17. Advances of Working Capital

In the event that any operating working capital reserves, improvement capital reserves, and/or the net revenue from operations of the PACC are insufficient to pay the costs and expenses as set forth in the Operating Budget or Capital Budget, Operator shall present City Manager with a written request for an advance of working capital adequate to cover such costs and expenses. Subject to City Council approval, the City shall advance funds requested by Operator.

18. Reallocation of Funds

a. City agrees that the annual Operating Budget and Capital Budget are intended to be reasonable estimates, and accordingly, Operator shall be entitled to increase these budgets in an amount equal to ten percent (10%) of the respective budgets to cover any expenditures that

were not anticipated at the time of preparation of the budgets but which are reasonable and necessary to carry out the provisions of this Agreement. Operator is authorized to take all reasonable actions deemed necessary by Operator to implement, perform or cause the performance of the items set forth in the Operating Budget and Capital Budget.

b. Operator may reallocate all or any portion of any amount budgeted with respect to any one item in either the Operating Budget or Capital Budget to another item budgeted therein. Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Operating Budget or Capital Budget.

19. Inspection of Records

a. Upon fifteen (15) days' advance written notice to Operator setting forth the time of inspection and records to be inspected, City or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Operator's records related to this Agreement.

b. Operator shall maintain and preserve all such records for a period of at least five (5) years from date of production. If Operator fails to make such records available within the city limits of City or at a mutually agreed upon place, Operator shall promptly reimburse City for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. Condition of PACC

Operator agrees to accept the PACC in an "as is" condition as of December 1, 2000.

21. Retention of Ownership by City

a. During and after the term of this Agreement, City shall retain ownership of the PACC and all facilities constructed at the PACC by City in the future.

b. In the event of destruction of any or all of the PACC, Operator shall have no obligation to repair or replace any or all of the PACC.

22. Federal and State Taxes

For purposes of federal and state tax law, City and Operator agree that Operator shall be considered as "owner," of all equipment, furnishings, fixtures and inventory held for resale or rental, purchased by Operator during the term of this Agreement.

23. Purchase of Equipment, Supplies and Materials by Operator

a. Operator shall have the responsibility and authority to purchase such equipment, operating supplies and materials, furnishings, and fixtures as Operator requires for the operation, maintenance and management of the PACC; provided that City shall retain the title to and

ownership of such equipment supplies, materials, furnishings and fixtures.

b. Operator agrees to adopt written purchasing policies and procedures and submit them to the City Manager.

24. Licenses, Permits, and Accreditations

a. Operator shall apply for, obtain, and maintain all licenses, permits and accreditations required in connection with the operation, maintenance and management of the PACC. To the extent possible, City agrees to waive all fees or charges in connection with the issuance by the City of any licenses and permits required by Operator.

b. Operator agrees that, where required by law, the employees of Operator, performing services under this Agreement, shall possess the appropriate and currently valid licenses, certificates and accreditations.

25. Management Prerogatives

a. City hereby grants Operator all the prerogatives ordinarily accorded to management in the ordinary course of commerce, including, but not limited to, the collection of proceeds, the incurring of trade debts, the approval and payment of checks and the negotiating and signing of licenses and agreements. Operator shall have no prerogatives, without the prior written approval of City Manager, in each instance, to pledge the credit of City, to lease or otherwise grant, mortgage, pledge, sign, transfer, or convey any interest in any part of the PACC, any appurtenance thereto, or any furnishings, fixtures and equipment or to affect any zoning related to the PACC.

b. Operator shall have the duty, responsibility, and authority to perform any act necessary to operate, maintain and manage the PACC in a manner consistent with good performing arts center management practices.

26. Employee Conduct

Operator agrees that its employees shall perform services in a courteous and businesslike fashion.

27. Subcontracting

Operator agrees to be responsible for the performance of any subcontractor. Operator agrees to ensure that the work or services performed by any subcontractor shall satisfy the terms of this Agreement. Operator agrees that no subcontract shall relieve Operator of any obligation under this Agreement.

28. Staffing

In order to reduce the costs and expenses incurred by Operator in operating,

maintaining and managing the PACC, City and Operator agree to share staff, personnel and employees to the extent possible. Accordingly, to the extent Operator requests that City personnel perform such services, City agrees to provide at City's direct cost and to the extent consistent with the availability of City forces, the following:

a. City's regular employees shall perform all accounting, clerical, bookkeeping and related record keeping functions for and on behalf of Operator.

b. City shall provide all security personnel and appropriate fire prevention services to the extent that the cost of such services are not paid by the customers of Operator using the PACC.

c. City personnel shall perform all regular and ordinary grounds maintenance, landscaping, gardening and related services for the preservation of the exterior of the PACC.

d. City personnel shall perform the ordinary and regular janitorial, maintenance and repair functions to preserve the operating functions of the PACC.

29. Easements

City shall provide to Operator a Preliminary Title Report, and one copy of all of the exceptions listed thereon, of the PACC prior to the commencement of this Agreement. Operator shall recognize all existing easements on the PACC and shall not obstruct their use subject to modification by City.

30. Cooperation Between Operator and City

City agrees that the City Manager, or his designee, shall have the responsibility to work with Operator to assure that Operator obtains the full cooperation and assistance of City subject to the terms of this Agreement and all applicable laws.

31. Indemnity

Operator agrees to indemnify, hold harmless, and defend City, its City Council and each member thereof, and every officer and employee of City, from any and all liability, claims, demands, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of Operator or its agents, employees, subcontractors or consultants while they are performing services under this Agreement, or from the use of City's property by Operator or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of the City, its officers, employees, agents, or subcontractors.

32. Insurance

a. Operator shall obtain and maintain during the Term of this Agreement the following insurance coverages issued by a company satisfactory to City Manager.

(1) Commercial general liability insurance including a contractual liability endorsement, products, and completed operations liability, in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

(2) Business automobile liability insurance in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

(3) Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$5,000,000 per claimant.

(4) Property insurance which shall provide coverage for the full insurable replacement value of real property improvements and structures covered by this Agreement and shall insure against the hazards of fire, extended coverage, other property related losses, flood, vandalism, malicious mischief and earthquake.

(5) Directors and officers liability insurance for the protection of the directors and officers of Operator having limits of no less than \$5,000,000 per occurrence.

b. Operator shall bear its allocated costs of the insurance procured by City under this Agreement. These costs shall be reflected in the annual Operating Budget.

33. Bonds

a. Operator shall furnish the City Attorney with a performance bond of a corporate surety in an appropriate amount conditioned upon faithful performance of each project having a cost in excess of \$100,000 as described in the Capital Budget prior to Operator commencing the performance of such project or subprojects. This bond shall continue in effect for ninety (90) days after the completion of the particular capital improvement program project. The amount of such bond shall be to the reasonable satisfaction of City Manager.

b. Operator shall furnish the City Attorney with a blanket fidelity bond covering Operator's employees and officers in an amount not less than \$50,000. Operator shall maintain this bond in effect at all times during the term of this Agreement.

34. Utilities

Operator agrees to pay for all utilities required to perform this Agreement including gas, water, electricity, telephone services, wastewater and trash collection. In connection

therewith, City shall designate Operator and the use of the PACC facility as a City approved facility in order to permit Operator to obtain the lowest possible rate available for all utility services.

35. Default and Cure

a. When City Manager determines that Operator has violated any term or condition of this Agreement, City Manager shall notify Operator, in writing, of the defect or deficiency and shall give Operator not less than thirty (30) days in which to cure the defect or deficiency. If Operator fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as Operator shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then City and Operator agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

b. When Operator determines that City has violated any term or condition of this Agreement, Operator shall notify City Manager, in writing, of the defect or deficiency and shall give City not less than thirty (30) days in which to cure the defect or deficiency. If City fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as City shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then Operator and City agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

36. Dispute Resolution Procedure

a. In the event a dispute exists after Operator alleges to have cured a defect or deficiency designated by City Manager, City and Operator agree to submit the dispute to binding determination by a third person. City and Operator agree to request the Presiding Judge of the Superior Court, County of Ventura, State of California to provide a list of the names of three (3) persons qualified under the circumstances to resolve the particular dispute. Both City and Operator may eliminate one person from such list, the remaining person shall resolve the dispute.

b. City and Operator agree that the person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and that City and Operator agree to cooperate with such person in good faith to ascertain the facts necessary to resolve the dispute. City and Operator agree that without mutual consent to extend the time this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

37. Termination for Cause

Operator and City agree that if, at the conclusion of the dispute resolution procedure specified in paragraph 36 above, either Operator or City refuses or fails to comply with the decision of the person resolving the dispute then either Operator or City may terminate this Agreement upon sixty (60) days' notice, in writing, one party to the other as appropriate.

38. Force Majeure

Operator and City agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of Operator or City, including but not limited to declared or undeclared war, sabotage, insurrection, riot or other act of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

39. User Forms

Operator agrees to supply and have readily available at the PACC, at all times, appropriate forms for users to present their comments, criticisms, recommendations or complaints regarding Operator's operation, maintenance and management of the PACC. On a regular basis, Operator shall provide the Project Manager with copies of such forms returned to Operator by users.

40. Independent Contractor

a. City and Operator agree that in the performance of this Agreement, Operator shall be, and is, an independent contractor, and that Operator and its employees are not employees of City. *Operator has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Operator.*

b. Operator shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Operator's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

c. Operator acknowledges that Operator and Operator's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

41. Operator Not Agent

Except as City may specify in writing, Operator, and its agents, employees, subcontractors and consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

42. Conflict of Interest

Operator shall promptly inform City Manager of any contract, agreement, arrangement, or interest that Operator may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other persons whose interests might be served by the services performed under this Agreement and Operator's interest in land that might be affected by the services. Operator shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

43. Assignability of Agreement

Operator agrees that this Agreement contemplates personal performance by Operator and its employees and is based upon a determination of such persons unique competence and experience and upon their specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Operator under this Agreement will be permitted only with the express written consent of City Manager, which consent may be withheld for any reason.

44. Successors and Assigns

Subject to any provisions to the contrary herein, Operator and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Operator and City.

45. Fair Employment Practices

a. Operator agrees that all persons employed by Operator shall be treated equally by Operator without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, age, or sexual orientation and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Operator agrees that, during the performance of this Agreement, Operator and any other parties with whom Operator may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

c. Operator agrees to state in all of its solicitations or advertisements for applicants for employment that Operator is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

d. Operator shall, if requested to do so by City, certify to City that Operator has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Operator shall provide City with access to and, upon request, provide copies to City, at City's expense, of all of Operator's records pertaining or relating to Operator's employment practices, to the extent such records are not confidential or privileged under state or federal law.

46. Time of Essence

Operator and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

47. Covenants and Conditions

Operator and City agree that each term and each provision of this Agreement to be performed by Operator shall be construed to be both a covenant and a condition.

48. Governing Law

City and Operator agree that the construction and interpretation of this Agreement and the rights and duties of City and Operator hereunder shall be governed by the laws of the State of California.

49. Compliance with Laws

Operator agrees to comply with all City, state, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Operator pursuant to this Agreement.

50. Severability

City and Operator agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

51. Waiver

City and Operator agree that no waiver of a breach of any provision of this Agreement by either Operator or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Operator to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

52. Counterparts

City and Operator agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

53. Expenses of Enforcement

Operator and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

54. Authority to Execute

a. City acknowledges that the Mayor has been duly authorized by City Council to execute this Agreement on behalf of City.

b. Operator acknowledges that the President of its Board of Directors has been duly authorized by Operator to execute this Agreement on behalf of Operator.

55. Notices

a. Any notices to Operator may be delivered personally or by mail addressed to 800 Hobson Way, Oxnard, California 93030, Attention: Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

56. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

57. Amendment

City and Operator agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Operator.

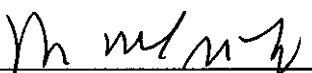
58. Entire Agreement

City and Operator agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

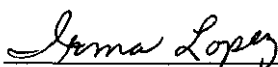
Dated: November 14, 2000

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

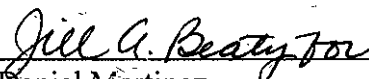


Dr. Manuel M. Lopez
Mayor



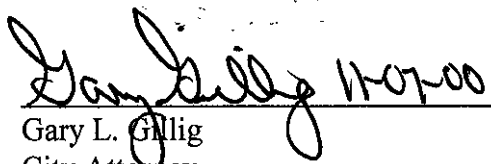
Irma Lopez
President

ATTEST:



Daniel Martinez
City Clerk

APPROVED AS TO FORM:

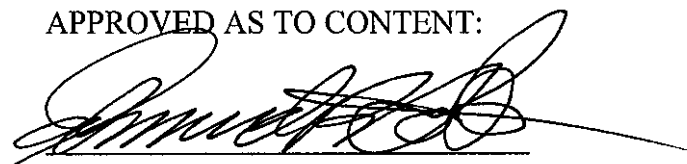


Gary L. Gillig
City Attorney



Gary Arnold
General Counsel

APPROVED AS TO CONTENT:



Edmund F. Sotelo
City Manager

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF OXNARD AND THE OXNARD PERFORMING ARTS CENTER CORPORATION FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE PERFORMING ARTS AND CONVENTION CENTER

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center ("PACC"); and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, the City Council entered into an agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation of the Performing Arts and Convention Center in 2000 (Agreement); and

WHEREAS, although the Agreement was drafted with an initial term of ten years and two additional 10 year renewal terms contemplated, such a renewal was never formalized by the City or Corporation; and

WHEREAS, however the operation of the PACC by the Corporation has continued in the intervening years along with corresponding annual budget appropriations by the City; and

WHEREAS, the City wishes to document its assent to the continuation of the term of the Agreement during the intervening period and renewal of the Agreement for an additional six month period while a new operating agreement between the City and Corporation is negotiated.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Agreement (A-5904) is hereby renewed retroactive to the date of expiration and for a period of six months from the date of passage of this resolution unless a replacement agreement is approved at an earlier date. The Mayor is authorized to sign a renewal agreement consistent with this resolution which shall be presented to the Corporation board for its consideration and approval.

PASSED AND ADOPTED this 6th day of March, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

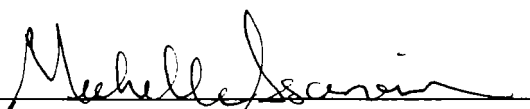
ABSENT: None.

ABSTAIN: None.



 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.: 5

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in black ink, appearing to read "Ingrid Hardy".

SUBJECT: RSVP Grant Recycle

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

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.

BACKGROUND

For the past 40 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP), which last year served over 500 volunteers age 55 and older. In 2016, RSVP volunteers assisted nearly 40 non-profit or public agencies, served more than 71,000 hours and provided approximately \$2 million of time and talent to our community. The largest priorities addressed are fighting hunger through food collection and distribution and helping seniors live independently longer by improving physical fitness and combating social isolation.

The RSVP grant is funded by the federal Corporation for National and Community Service (CNCS). Grant agreements with CNCS are awarded on a three-year basis, with FY17/18 being the second year of this cycle. The City Council reviewed and accepted this year's grant on April 11, 2017. This action will accept a CNCS offer to extend the grant an additional three months so

the budget period will end in June 2017, moving it in line with the City's fiscal year.

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

Approval of the recommendation will appropriate a General Fund match of \$7,262 and recognize the grant award of \$16,944 to the RSVP Grant FY17-18 (Project 774807). The general fund match is included in the FY 17-18 operating budget for Recreation / Senior Services (101-5503-805).

ATTACHMENTS:

Attachment A: 2017 SBA RSVP Grant Recycle

Attachment B: Recycling Notification- City of Oxnard 16SRPCA005

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Cultural & Cmty Svcs

Date: September 7, 2017

Project/Program

Manager: Renee Rakestraw

Phone: (805) 385-8019

Reason for Appropriation:

To recognize award of \$16,944 for RSVP Grant extension which is funded by the Corporation for National and Community Service under grant number 16SRPCA005 and a City Match of \$7,262 from Senior/Special Populations.

Accounts and Descriptions

AMOUNT

Fund: 101 - GENERAL FUND

Expenditures/Transfers Out

SENIOR/SPECIAL POPULATIONS 5503

101-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	(7,262)
101-5503-805.87-33	TRANSFERS / TSFR TO FEDERAL GRANT FD	7,262
	Sub-total Expenditures	0

Net Change to Fund Balance 0

Fund: 263 - RSVP

Revenues/Transfers In

RSVP40 GRANT FY 17-18 263-5503 (Project #774807)

263-5503-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	16,944
	Sub-total Grant	16,944

RSVP GENERAL FUND MATCH 263-4856 (Project#774807)

263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	7,262
	Sub-total General Fund Match	7,262
	Sub-total Revenues	24,206

Expenditures/Transfers Out

RSVP40 GRANT FY 17-18 263-5503 (Project #774807)

263-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	6,665
263-5503-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	4,695
263-5503-805.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	268
263-5503-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	738
263-5503-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	700
263-5503-805.82-16	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	236
263-5503-805.82-42	CONTRACTS & SERVICES / GENERAL LIABILITY INSUR.	1,450
263-5503-805.83-41	MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS	563
263-5503-805.83-43	MAINTENANCE SERVICES / TRAINING/WORKSHOPS/MTNG	888
263-5503-805.83-45	MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT	491
263-5503-805.83-72	MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS	250
	Sub-total Grant	16,944

Attachment #1, Page 1 of 2

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Rev _____ **Packet Pg. 75**

RSVP GENERAL FUND MATCH 263-4856 (Project #774807)

263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	4,285
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	2,977
	Sub-total Match	7,262
	Sub-total Expenditures	24,206

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Corporation for National and Community Service

NationalService.gov

K.5.b



To: Renee Rakestraw, Recreation Supervisor
Marisue Eastlake, RSVP Project Director

From: Gayle Hawkins, Senior Program Specialist

Date: August 14, 2017

Re: Changing RSVP Grant Cycle to new Budget Period (Grant Recycle)

Re: Grant Number 16SRPCA005

This letter is to inform you that your RSVP grant has been approved for a change in start date for its annual funding cycle, moving from a start date of April to a start date of July. This change in start date will become effective with your FY 2018 grant. In order to accomplish this change, we are extending (also known as “recycling”) your current budget period as follows:

- Your current Budget Period is April 1, 2017 to March 31, 2018
- Your updated Budget Period is April 1, 2017 to June 30, 2018

This change extends the budget period of your current FY 2017 grant by three months. This letter serves as your notification of the additional three months of funding in your FY 2017 budget year and provides you with the instructions you need to accomplish the extended budget period.

I have initiated the amendment on your behalf, and have returned the grant application to you. The application ID number is **17SR197898**. You now have the ability to modify the budget section of your grant application and resubmit.

Overview

As noted above, your current FY 17 award is for the 12 month budget period of April 1, 2017 to March 31, 2018. You have already received baseline funding of \$67,777 for this twelve month period. Your current budget also includes \$48,009 in previously approved evidence-based programming carry forward funds.

At this time, you will add **\$16,944** in federal funds to your current approved budget. This amount represents the additional three months of federal funding needed to cover your grant operations through the new end date of June 30, 2018. These funds are **not** for new grant activities or new line items; they are intended to provide the additional funds needed to support an additional three months of funding for the existing line items in your budget.

Your total federal funding for the 15 month budget period will be \$132,730 (\$67,777 baseline funding + \$16,944 three month extension funding + \$48,009 in the previously approved evidence-based programming carry forward funds). Please remember that federal grant requirements regarding grantee share will apply to your revised budget.

I do not anticipate that it will be necessary to revise your work plans or other narratives due to this change. If you believe changes should be made to these sections of your grant application, please contact me and we can discuss.

Once the revised grant application is approved and awarded, you will receive an updated Notice of Grant Award (NGA).

Instructions

Please complete the following actions and submit by the **deadline of August 25, 2017**

1. Update Budget and Budget Narrative:

Modify your grant budget in eGrants to add the additional months of funding to the approved line items. If you want to redistribute any funds between line items (for example, to reduce supplies and increase staff travel), please discuss the change with me before you do your final proposed budget.

2. Submit Revised Grant Application in eGrants

Please review your proposed budget and, when final, the authorized representative on the grant submits the grant application in eGrants.

As always, thank you for your attention to this matter. If you have any questions, please contact me by email at ghawkins@cns.gov or by telephone at 310-893-2290.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

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

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

RECOMMENDATION:

Receive and file only.

ATTACHMENTS:

Notice of Pending Approval - 17-300-05 3

MEMO



August 30, 2017

TO: City Council

FROM: Ashley Golden, Development Services Director

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

An application for approval of Parcel Map No. 17-300-05 for the property located within the Village Specific Plan (South of US 101, North of the Union Pacific Railroad, West of Oxnard Blvd., East of Ventura Rd) was submitted on June 28, 2017. The application has been reviewed for conformance with conditions of approval and the subdivision map act and on August 24, 2017, the verification of status report has been received from the City Engineer.

In accordance with Ordinance 2910, the City Council will receive notification at its September 12, 2017 City Council meeting that the Development Services Director intends to approve Parcel Map No. 17-300-05 on the 10th day following the City Council meeting which will be on September 22, 2017.

The Development Services Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Kathleen Mallory at (805) 385-8370 if you have any questions regarding Parcel Map No. 17-300-05.

Attachments:

- A. Verification of Status Report
- B. Site Plan
- C. Parcel Map No. 17-300-05

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Final Map for Tract Number 5968-1

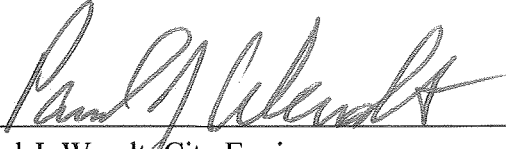
Project Location:

Condominium map for lots 8, 9, and 10 in Oxnard Village
(Tract 5745-1)

- ☐ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

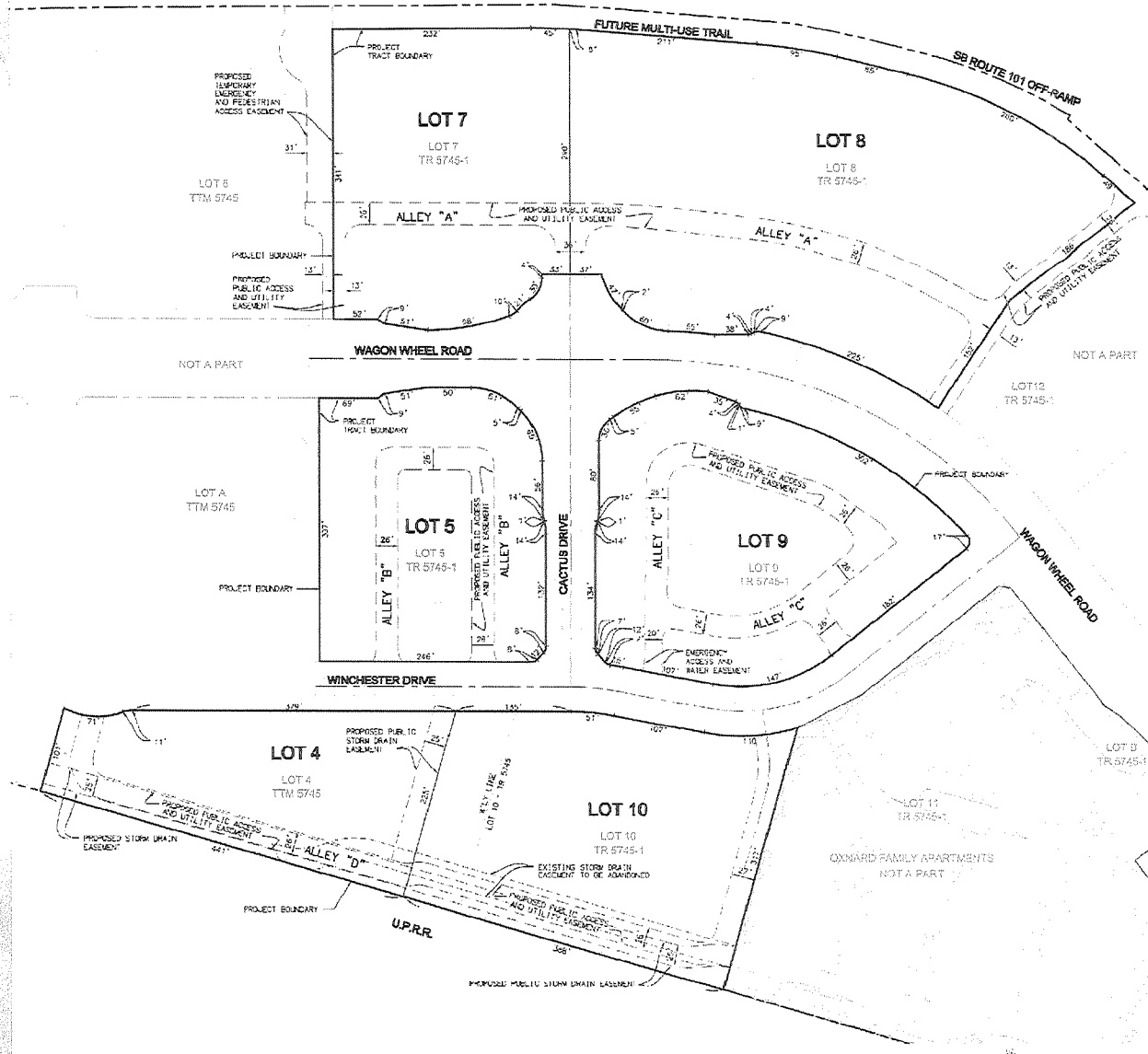
DATE: _____

8.24.17

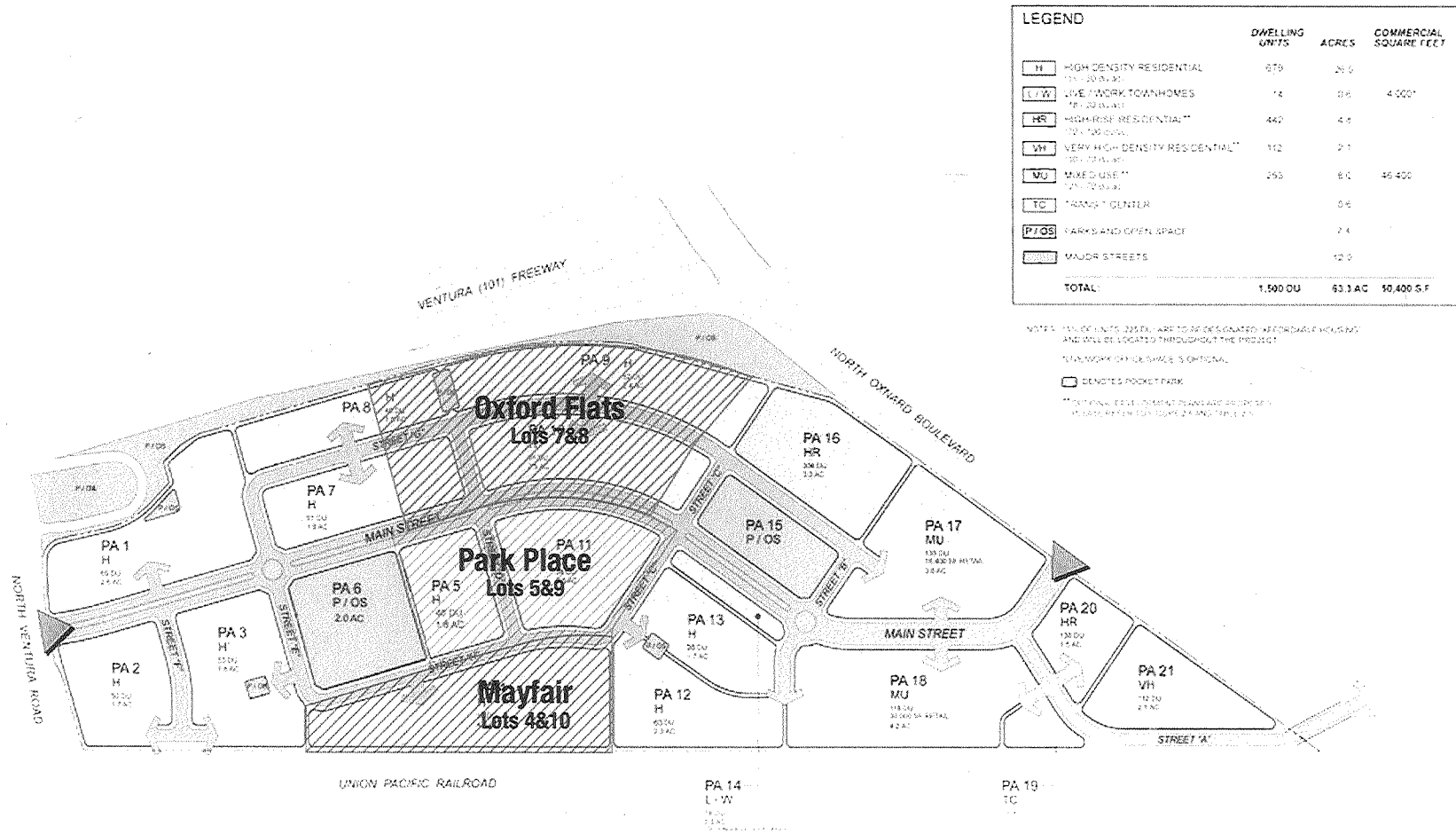

 Paul J. Wendt, City Engineer
 Development Services

Revised 03/09/2016

TTM5968 Site Plan



Neighborhood Areas



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, RECORD HOLDER OF SECURITY INTERESTS THEREIN, OR ARE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED TRACT NO. 5968-1, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY ARE THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDED OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES, AND DO HEREBY OFFER TO THE CITY OF OXNARD FOR PUBLIC USE;

THE EASEMENT FOR ACCESS PURPOSES TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE;

THE EASEMENT FOR WATER PIPELINE PURPOSES;

THE TEMPORARY EASEMENT FOR WATER PIPELINE PURPOSES;

THE EASEMENT FOR WATER PIPELINE PURPOSES (DOMESTIC AND RECYCLED);

AND THE EASEMENT FOR PUBLIC PEDESTRIAN AND BICYCLE ACCESS, AS SHOWN HEREON.

OXNARD ORFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

CARL H. RENEZDER DATE CATHERINE E. VISIGNIO DATE
MANAGER TREASURER

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 _____

COUNTY OF _____

ON _____ BEFORE ME (PRINT NAME AND TITLE)

PERSONALLY APPEARED _____ AND _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

MY PRINCIPAL BUSINESS IN _____ COUNTY WITNESS MY HAND

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____ PRINT NAME

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT AND/OR GEOLOGIC REPORT RELATING TO TRACT NO. 5968 HAS BEEN PREPARED:

DATE OF REPORT: NOVEMBER 4, 2016

TITLE OF REPORT: UPDATED GEOTECHNICAL ENGINEERING REPORT FOR PROPOSED RESIDENTIAL PROJECTS, LOT 8, LOT 9 AND LOT 10, TRACT 5968, THE VILLAGE, WAGON WHEEL AREA, OXNARD, CALIFORNIA

FIRM NAME: WORKMAN ENGINEERING CONSULTING
ENGINEER: R. MARK WORKMAN, JR.
REGISTRATION NO.: R.C.E. 68557

LOCATION WHERE ON FILE
FOR PUBLIC INSPECTION: CITY OF OXNARD PUBLIC WORKS DEPARTMENT

CITY TREASURER'S CERTIFICATE

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5968-1 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

CITY TREASURER OF THE CITY OF OXNARD

Michael Baker
INTERNATIONAL

5051 VERDEGRO WAY, SUITE 500
CHANAVALLO, CALIFORNIA 92022
951.385.3370 www.mbakertm.com

SIGNATURE OMISSIONS

The signature(s) of the party(ies) named hereinafter as owner(s) of the interest set forth, may be omitted under provisions of Section 66436(a) (3)(A) (i-viii) of the Subdivision Map Act, as their interest is such that it cannot ripen into a fee and said signature(s) is (are) not required by the local agency.

Southern California Edison Company, holder of an easement for public utilities, ingress and egress recorded January 18, 1952, Book 1044, Page 306, Official Records.

QWEST Communications Company, LLC; Spring Communications Company L.P.; Level 3 Communications, LLC; and WiTel Communications, LLC, holder of an easement for telecommunications cable system recorded August 21, 2013 as Instrument No. 20130821-00148419, Official Records and December 27, 2013 as Instrument No. 20131227-00205739-0, Official Records.

The City of Oxnard, holder of an easement for water pipeline and ingress and egress recorded October 10, 2013 as Instrument No. 20131010-00171240-0 Official Records.

The City of Oxnard, holder of an easement for water pipeline and ingress and egress recorded October 10, 2013 as Instrument No. 20131010-00171241-0 Official Records.

Spring Communications Company L.P.; QWEST Communications Company, LLC; Level 3 Communications, LLC; and WiTel Communications, Inc., holder of an easement for telecommunications cable system recorded January 30, 2014 as Instrument No. 20140130-00011258-0, Official Records.

The signature of The City of Oxnard, a municipal corporation, easement holder for storm drain, waterline, and public utility purposes by a dedication on the map of Tract No. 5745-1, in Book 164, Pages 36 through 52, inclusive, of Maps, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (c)3A(i-viii) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature(s) of the party(ies) named hereinafter as owner(s) of the interest set forth, may be omitted under provisions of Section 66436(c) (3C) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee as said signature(s) is (are) not required by the local agency.

Dora Sanderson, Trustee, Holder of an interest in, or rights to, minerals, which may include but which may not be limited to oil, gas, or other hydrocarbon substances. Recorded July 27, 1945 as Instrument No. 9151, Book 726, Page 63, Official Records

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT NO. 5968-1, CONSISTING OF 6 SHEETS HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE DEVELOPMENT SERVICES DIRECTOR HEREBY APPROVES THIS MAP ON THE _____ DAY OF _____, 20____, AND HEREBY ACCEPT FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

THE EASEMENT FOR ACCESS PURPOSES TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE;

THE EASEMENT FOR WATER PIPELINE PURPOSES;

THE TEMPORARY EASEMENT FOR WATER PIPELINE PURPOSES;

THE EASEMENT FOR WATER PIPELINE PURPOSES (DOMESTIC AND RECYCLED);

AND THE EASEMENT FOR PUBLIC PEDESTRIAN AND BICYCLE ACCESS, AS SHOWN HEREON.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE DEVELOPMENT SERVICES DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

MICHELLE ASCENCION
CITY CLERK
CITY OF OXNARD

ASHLEY GOLDEN
DEVELOPMENT SERVICES DIRECTOR
CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES _____, AT THE REQUEST OF OXNARD ORFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5968-1, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

PAUL J. WENDT
CITY ENGINEER
CITY OF OXNARD
RCE 46333

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5968-1 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____, 20____

BENJAMIN P. HARDIN, PLS 8552
CITY SURVEYOR

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20____

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OXNARD ORFL PARTNERS, LLC IN AUGUST 2016. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDED OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE SHEETS TO ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

MATTHEW J. VERNON, PLS 7553 DATE _____



CONTAINING 9.236 ACRES
TRACT No. 5968-1
FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 8, 9 AND 10 OF TRACT NO. 5745-1, AS PER MAP RECORDED IN BOOK 164, PAGES 36 THROUGH 52 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

AUGUST 2016

SHEET 1 OF 7 SHEETS

BENEFICIARY

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY
 UNDER A DEED OF TRUST RECORDED MARCH 29, 2017 AS INSTRUMENT NO.
 20170329-00042225-0, OFFICIAL RECORDS

WESTERN ALLIANCE BANK,
 AN ARIZONA CORPORATION

NAME J. Michael Ball DATE 5/10/17 NAME Patrick McFate DATE 5/10/17
 TITLE Vice President TITLE Vice President

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 Arizona
 COUNTY OF Maricopa

ON May 10, 2017 BEFORE ME Liz Chaparro - Admin
 (PRINT NAME AND TITLE)

PERSONALLY APPEARED J. Michael Ball AND Patrick McFate
 WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE
 NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY
 EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE
 ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON
 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.

MY PRINCIPAL BUSINESS
 IS IN ADMINISTRATION

WITNESS MY HAND

MY COMMISSION EXPIRES 2/16/2021
 COMMISSION NUMBER 525540

Liz Chaparro
Liz Chaparro
 PRINT NAME

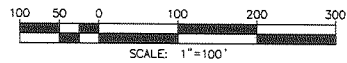
Michael Baker
INTERNATIONAL

2001 VERDUGO WAY, SUITE 300
 CAMARILLO, CALIFORNIA 93010
 (805) 481-5273 www.mbakernotary.com

TRACT No. 5968-1
 FOR CONDOMINIUM PURPOSES
 IN THE CITY OF OXNARD, COUNTY OF VENTURA
 STATE OF CALIFORNIA

AUGUST 2016

SHEET 2 OF 7 SHEETS

**MONUMENT LEGEND**

- POSITION OF 2" IP AND TAG "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912", OR SPIKE AND WASHER STAMPED "PLS 8912" TO BE SET PER R1
- ⊙ POSITION OF 1" IP AND TAG "PLS 8912" TO BE SET PER R1
- POSITION OF STANDARD SURVEY MONUMENT PER CITY OF OXNARD STANDARD PLATE 609, STAMPED "PLS 8912" TO BE SET PER R1
- FOUND MONUMENT AS NOTED

LEGEND

- CF = CALCULATED FROM
- IP = IRON PIPE
- L,T,&TAG = LEAD, TACK, AND TAG
- MR = MISCELLANEOUS RECORDS (MAPS)
- M = MEASURED
- (R) = RADIAL

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	00°46'40"	591.00'	8.02'
C2	04°20'55"	591.00'	44.86'
C3	27°30'15"	200.00'	96.01'
C4	21°42'01"	200.00'	75.75'
C5	26°11'19"	200.00'	91.42'
C6	03°42'40"	200.00'	12.95'

VENTURA ROAD
(FORMERLY SOUTH BANK DRIVE)

PARCEL 1
31 PM 87

ABANDONMENT CERTIFICATE

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE DEVELOPMENT SERVICES DIRECTOR, THE DESIGNEE OF THE CITY COUNCIL OF THE CITY OF OXNARD, OF VENTURA COUNTY, CALIFORNIA CERTIFIES THAT THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENT AS GRANTED TO THE CITY OF OXNARD BY TRACT NO. 5745-1, AS PER MAP FILED IN BOOK 164, PAGES 36 THROUGH 52 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE VENTURA COUNTY RECORDER LYING WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION NOT SHOWN ON THIS MAP.

IN WITNESS WHEREOF, SAID DEVELOPMENT SERVICES DIRECTOR HAS CAUSED THIS CERTIFICATE TO BE SIGNED THIS _____ DAY OF _____ 2017.

ASHLEY GOLDEN
DEVELOPMENT SERVICES DIRECTOR, CITY OF OXNARD

Michael Baker
INTERNATIONAL

501 VERDUGO WAY, SUITE 300
CANABELO, CALIFORNIA 90002
805.389.3370 www.mbakertd.com

(BASIS OF BEARINGS)
UNION PACIFIC RAILROAD R/W
(FORMERLY SOUTHERN PACIFIC RAILROAD)

BASIS OF BEARINGS

THE BEARING OF "NORTH 49°56'23" WEST" ALONG THE NORTHEASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (FORMERLY SOUTHERN PACIFIC RAILROAD) AS SHOWN ON THE MAP OF TRACT NO. 5745-1, FILED IN BOOK 164, PAGE 36 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEY NOTES

DIMENSIONS SHOWN HEREON ARE MEASURED AND PER R1 UNLESS NOTED OTHERWISE.

EXISTING EASEMENT LEGEND

- 18 INDICATES AN EASEMENT FOR TELECOMMUNICATIONS CABLE SYSTEM AS DEDICATED TO QUEST COMMUNICATIONS COMPANY, LLC, SPRING COMMUNICATIONS COMPANY L.P.; LEVEL 3 COMMUNICATIONS, LLC; AND WITEL COMMUNICATIONS, LLC, RECORDED AUGUST 21, 2013 AS INSTRUMENT NO. 20130821-00146419, OFFICIAL RECORDS AND DECEMBER 27, 2013 AS INSTRUMENT NO. 20131227-00205739-0, OFFICIAL RECORDS.
- 19 INDICATES AN EASEMENT FOR WATER PIPELINE AND INGRESS AND EGRESS AS DEDICATED TO THE CITY OF OXNARD, RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171240-0, OFFICIAL RECORDS.
- 20 INDICATES AN EASEMENT FOR WATER PIPELINE AND INGRESS AND EGRESS AS DEDICATED TO THE CITY OF OXNARD, RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171241-0, OFFICIAL RECORDS.
- 21 INDICATES AN EASEMENT FOR TELECOMMUNICATIONS CABLE SYSTEM AS DEDICATED TO SPRING COMMUNICATIONS COMPANY L.P.; QUEST COMMUNICATIONS COMPANY, LLC; LEVEL 3 COMMUNICATIONS, LLC; AND WITEL COMMUNICATIONS, INC., RECORDED JANUARY 30, 2014 AS INSTRUMENT NO. 20140130-00011258-0, OFFICIAL RECORDS.
- 22 INDICATES AN EASEMENT FOR WATERLINE AND STORM DRAIN PURPOSES, BY DEDICATION TO THE CITY OF OXNARD, A MUNICIPAL CORPORATION, ON THE MAP OF TRACT NO. 5745-1, IN BOOK 164, PAGES 36 THROUGH 52, INCLUSIVE, OF MAPS.
- 23 INDICATES AN EASEMENT FOR WATERLINE (DOMESTIC AND RECYCLED) PURPOSES BY DEDICATION TO THE CITY OF OXNARD, A MUNICIPAL CORPORATION, ON THE MAP OF TRACT NO. 5745-1, IN BOOK 164, PAGES 36 THROUGH 52, INCLUSIVE, OF MAPS.
- 24 INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES, BY DEDICATION TO THE CITY OF OXNARD, A MUNICIPAL CORPORATION, ON THE MAP OF TRACT NO. 5745-1, IN BOOK 164, PAGES 36 THROUGH 52, INCLUSIVE, OF MAPS.

PROPOSED EASEMENT LEGEND

- A INDICATES A PROPOSED EASEMENT FOR ACCESS PURPOSES TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE.
- B INDICATES A PROPOSED EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF THE CITY OF OXNARD.
- C INDICATES A PROPOSED TEMPORARY EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF THE CITY OF OXNARD.
- D INDICATES A PROPOSED EASEMENT FOR WATER PIPELINE (DOMESTIC AND RECYCLED) PURPOSES IN FAVOR OF THE CITY OF OXNARD.
- E INDICATES AN EASEMENT FOR PUBLIC PEDESTRIAN AND BICYCLE ACCESS IN FAVOR OF THE CITY OF OXNARD AND ACCESS PURPOSES TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE.

REFERENCE LEGEND

R1 TRACT NO. 5745-1, 164 MR 36

FOUND 1-1/2" IP & TAG
"LS 3891" PER R1,
FLUSH

TRACT No. 5968-1

FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

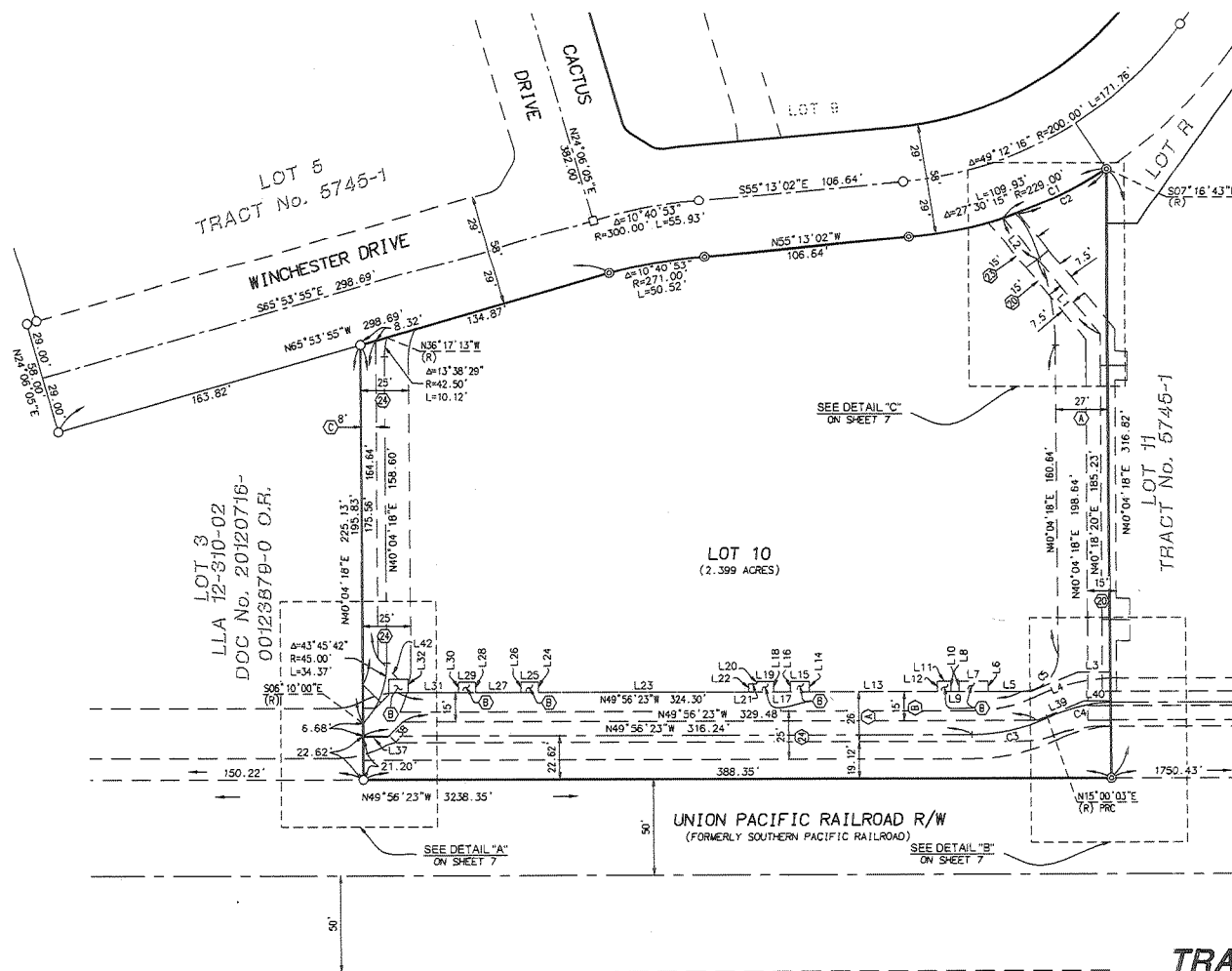
AUGUST 2016

SHEET 3 OF 7 SHEETS

LINE TABLE		
NO.	DIRECTION	LENGTH

L1	N00°38'05"E	51.39'
L2	N00°38'05"E	27.63'
L3	N49°56'23"W	16.97'
L4	N72°26'15"W	26.22'
L5	N49°56'23"W	22.47'
L6	N40°03'37"E	5.50'
L7	N49°56'23"W	15.00'
L8	N40°03'37"E	5.50'
L9	N49°56'23"W	4.34'
L10	N40°03'37"E	5.50'
L11	N49°56'23"W	7.00'
L12	N40°03'37"E	5.50'
L13	N49°56'23"W	66.33'
L14	N40°03'37"E	5.50'
L15	N49°56'23"W	10.00'
L16	N40°03'37"E	5.50'
L17	N49°56'23"W	8.55'
L18	N39°58'24"E	5.50'
L19	N49°56'23"W	8.94'
L20	N40°03'39"E	1.15'
L21	N49°56'21"W	4.04'
L22	N40°03'37"E	4.35'
L23	N49°56'23"W	109.22'
L24	N40°03'39"E	5.50'
L25	N49°56'23"W	9.00'
L26	N40°03'39"E	5.50'
L27	N49°56'23"W	23.62'
L28	N40°02'53"E	5.50'
L29	N49°56'23"W	9.00'
L30	N40°02'53"E	5.50'
L31	N49°56'23"W	26.12'
L32	N40°03'37"E	7.00'
*L33	N49°56'23"W	10.00'
*L34	N40°03'37"E	7.93'
*L35	N85°03'37"E	11.29'
*L36	N49°57'36"W	5.54'
L37	N49°57'36"W	11.76'
L38	N85°03'37"E	12.60'
L39	N72°26'15"W	26.22'
L40	N49°56'23"W	13.98'
*L41	N49°56'23"W	12.00'
L42	N04°55'42"W	15.08'
*L43	N04°55'42"W	13.37'
* SEE SHEET 6		

SEE SHEET 5



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH

C1	14°55'22"	229.00'	59.64'
C2	13°17'16"	229.00'	53.11'
C3	25°03'34"	92.50'	40.46'
C4	22°21'21"	87.50'	34.14'
C5	89°59'19"	19.00'	29.84'

MONUMENT LEGEND

- POSITION OF 2" IP AND TAG "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912", OR SPIKE AND WASHER STAMPED "PLS 8912" TO BE SET PER R1.
- ⊙ POSITION OF 1" IP AND TAG "PLS 8912" TO BE SET PER R1.
- POSITION OF STANDARD SURVEY MONUMENT PER CITY OF OXNARD STANDARD PLATE 609, STAMPED "PLS 8912" TO BE SET PER R1.
- FOUND MONUMENT AS NOTED.

NOTE: SEE SHEET 3 FOR BOUNDARY CONTROL, EASEMENT NOTES, LEGEND, SURVEY NOTES AND REFERENCE LEGEND.

Michael Baker
INTERNATIONAL

5091 VERDEWAY WAY, SUITE 300
CAMARILLO, CALIFORNIA 93022
(805) 481-1570 www.mbakert.com

TRACT No. 5968-1
FOR CONDOMINIUM PURPOSES
IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

AUGUST 2016

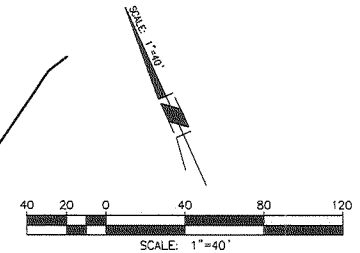
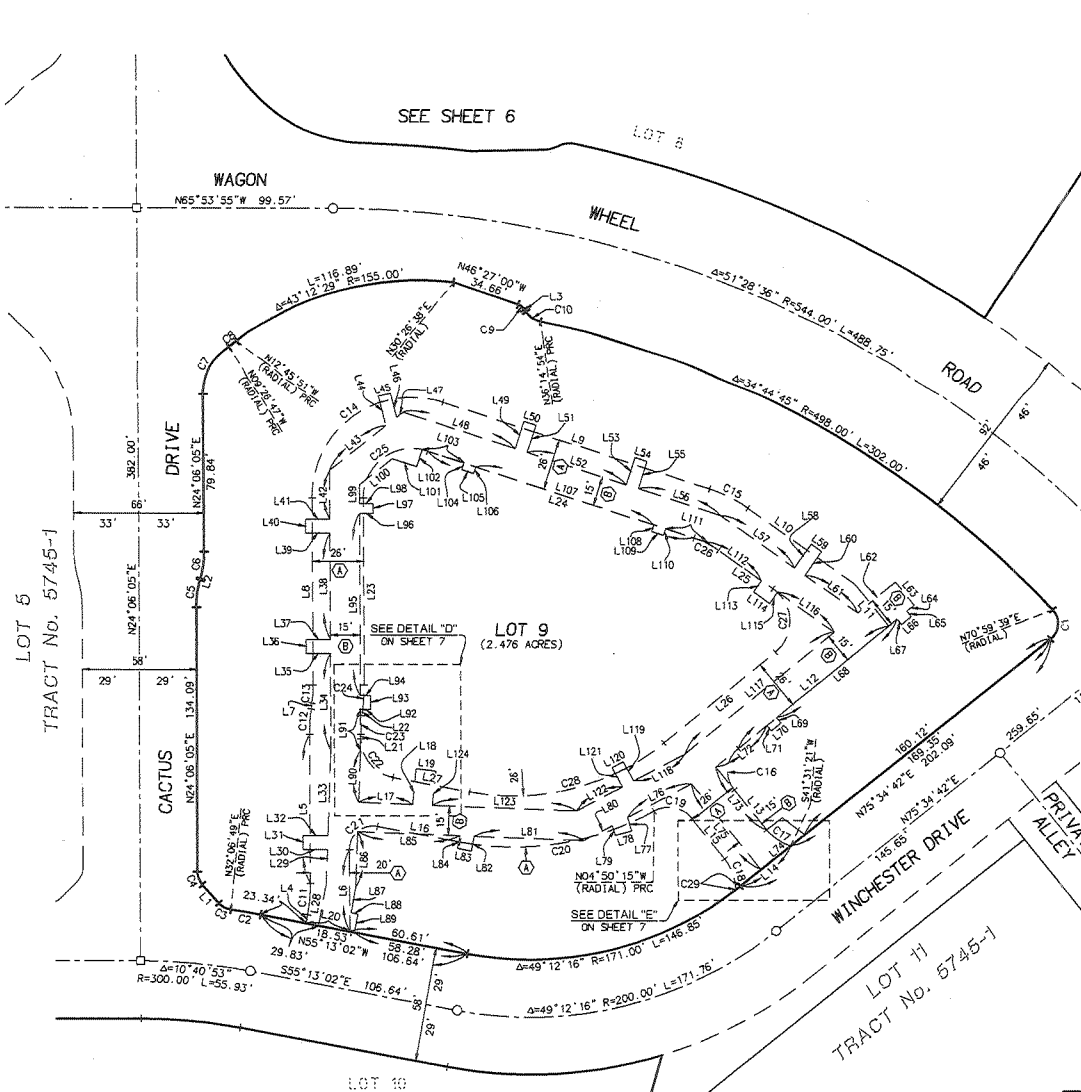
SHEET 4 OF 7 SHEETS

LINE DATA		
NO.	BEARING	LENGTH

L1	N17°17'52"W	12.48'
L2	N40°02'48"E	0.55'
L3	N10°11'22"W	1.46'
L4	N34°48'49"E	4.37'
L5	N24°06'05"E	75.84'
L6	N24°06'05"E	41.49'
L7	N31°24'49"E	2.93'
L8	N24°06'05"E	94.15'
L9	N47°57'07"W	141.77'
L10	N30°41'53"W	85.98'
L11	N15°00'42"W	27.30'
L12	N74°59'18"E	98.68'
L13	N14°33'34"W	26.12'
L14	N75°34'42"E	32.74'
L15	N14°33'34"W	26.42'
L16	N55°13'02"W	42.57'
L17	N63°37'54"W	27.37'
L18	N29°59'18"E	18.28'
L19	N60°00'42"W	10.00'
L20	N55°13'02"W	22.69'
L21	N24°06'05"E	2.26'
L22	N31°24'49"E	2.93'
L23	N24°06'05"E	94.16'
L24	N47°57'07"W	141.77'
L25	N30°41'51"W	33.63'
L26	N74°59'18"E	73.01'
L27	N55°13'02"W	39.26'
L28	N34°46'58"E	21.66'
L29	N26°22'06"E	17.39'
L30	N65°53'55"W	12.28'
L31	N24°06'05"E	7.00'
L32	N65°53'55"W	12.56'
L33	N26°22'06"E	43.60'
L34	N24°06'05"E	48.93'
L35	N65°53'55"W	12.52'
L36	N24°14'14"E	7.00'
L37	N65°53'55"W	12.50'
L38	N24°06'05"E	53.50'
L39	N65°53'55"W	12.51'
L40	N24°14'14"E	7.00'
L41	N65°53'55"W	12.49'
L42	N24°06'05"E	24.66'
L43	N75°47'53"E	36.51'
L44	N10°14'44"E	15.73'
L45	N79°45'16"W	6.40'
L46	N10°14'44"E	12.82'
L47	N75°47'53"E	4.15'
L48	N47°57'07"W	59.78'
L49	N42°03'21"E	14.51'
L50	N47°48'03"W	6.40'
L51	N42°03'20"E	14.50'
L52	N47°57'07"W	52.60'
L53	N42°03'21"E	14.50'
L54	N47°48'03"W	6.40'
L55	N42°03'20"E	14.49'
L56	N47°57'07"W	43.61'
L57	N30°41'53"W	45.79'
L58	N59°18'28"E	14.75'
L59	N30°33'37"W	6.40'
L60	N59°18'27"E	14.74'
L61	N30°41'53"W	32.73'
L62	N74°59'18"E	24.62'

LINE DATA		
NO.	BEARING	LENGTH

L63	N15°00'42"W	15.00'
L64	N74°59'18"E	4.76'
L65	N15°00'42"W	3.50'
L66	N74°59'18"E	6.40'
L67	N15°00'42"W	3.50'
L68	N74°59'18"E	79.13'
L69	N15°00'42"W	3.50'
L70	N75°07'33"E	6.40'
L71	N15°00'42"W	3.49'
L72	N74°59'18"E	33.52'
L73	N14°33'34"W	41.00'
L74	N75°34'42"E	28.48'
L75	N14°33'34"W	55.89'
L76	N86°14'18"E	36.75'
L77	N07°39'18"E	7.09'
L78	N82°20'42"W	8.50'
L79	N07°39'18"E	5.38'
L80	N86°14'18"E	16.60'
L81	N63°37'54"W	55.49'
L82	N34°46'58"E	7.55'
L83	N55°13'04"W	7.00'
L84	N34°46'58"E	6.52'
L85	N63°37'54"W	51.94'
L86	N05°22'06"E	28.04'
L87	N34°46'58"E	13.37'
L88	N55°12'40"W	3.53'
L89	N34°46'58"E	9.39'
L90	N26°22'06"E	26.26'
L91	N24°06'40"E	21.00'
L92	N65°53'20"W	5.33'
L93	N24°06'40"E	7.00'
L94	N65°53'20"W	5.33'
L95	N24°06'05"E	91.79'
L96	N65°53'55"W	6.86'
L97	N24°06'05"E	5.00'
L98	N65°53'55"W	6.86'
L99	N24°06'05"E	9.43'
L100	N75°47'53"E	21.37'
L101	N47°57'07"W	13.10'
L102	N42°02'53"E	9.18'
L103	N47°57'07"W	22.10'
L104	N42°02'53"E	3.50'
L105	N47°57'07"W	6.40'
L106	N42°02'53"E	3.50'
L107	N47°57'07"W	94.80'
L108	N42°02'53"E	3.50'
L109	N47°57'07"W	6.40'
L110	N42°02'53"E	3.50'
L111	N47°57'07"W	22.04'
L112	N30°41'53"W	33.48'
L113	N59°18'07"E	7.00'
L114	N30°41'53"W	10.00'
L115	N59°18'07"E	7.00'
L116	N30°41'53"W	34.95'
L117	N74°59'18"E	97.98'
L118	N86°14'18"E	29.34'
L119	N03°45'42"W	11.06'
L120	N86°14'18"E	6.40'
L121	N03°45'42"W	11.06'
L122	N86°14'18"E	26.41'
L123	N63°37'54"W	73.08'
L124	N29°59'18"E	17.65'



CURVE DATA			
NO.	DELTA	RADIUS	LENGTH

C1	94°35'03"	10.00'	16.51'
C2	02°40'09"	329.00'	15.33'
C3	40°35'19"	10.00'	7.08'
C4	41°23'57"	10.00'	7.23'
C5	15°56'43"	50.00'	13.91'
C6	15°56'43"	50.00'	13.91'
C7	56°27'08"	30.00'	29.56'
C8	03°19'04"	84.00'	4.86'
C9	36°15'38"	6.00'	3.80'
C10	43°33'44"	12.00'	9.12'
C11	10°42'44"	85.00'	15.89'
C12	07°18'44"	102.00'	13.02'
C13	07°18'44"	72.00'	9.19'
C14	107°56'49"	51.00'	96.09'
C15	17°15'14"	72.00'	21.68'
C16	89°32'52"	15.00'	23.44'
C17	33°55'05"	25.00'	14.80'
C18	38°44'53"	25.00'	16.91'
C19	80°16'41"	15.00'	21.02'
C20	39°37'13"	147.00'	101.65'
C21	100°40'56"	12.00'	21.09'
C22	79°19'08"	20.00'	27.69'
C23	07°18'43"	76.00'	9.70'
C24	07°18'44"	98.00'	12.51'
C25	107°56'48"	25.00'	47.10'
C26	17°15'14"	46.00'	13.85'
C27	105°41'11"	20.00'	36.89'
C28	49°47'40"	121.00'	105.16'
C29	01°00'33"	171.00'	3.01'

MONUMENT LEGEND

- POSITION OF 2" IP AND TAG "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912", OR SPIKE AND WASHER STAMPED "PLS 8912" TO BE SET PER R1.
- ⊙ POSITION OF 1" IP AND TAG "PLS 8912" TO BE SET PER R1.
- POSITION OF STANDARD SURVEY MONUMENT PER CITY OF OXNARD STANDARD PLATE 609, STAMPED "PLS 8912" TO BE SET PER R1.
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TRACT No. 5968-1

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IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

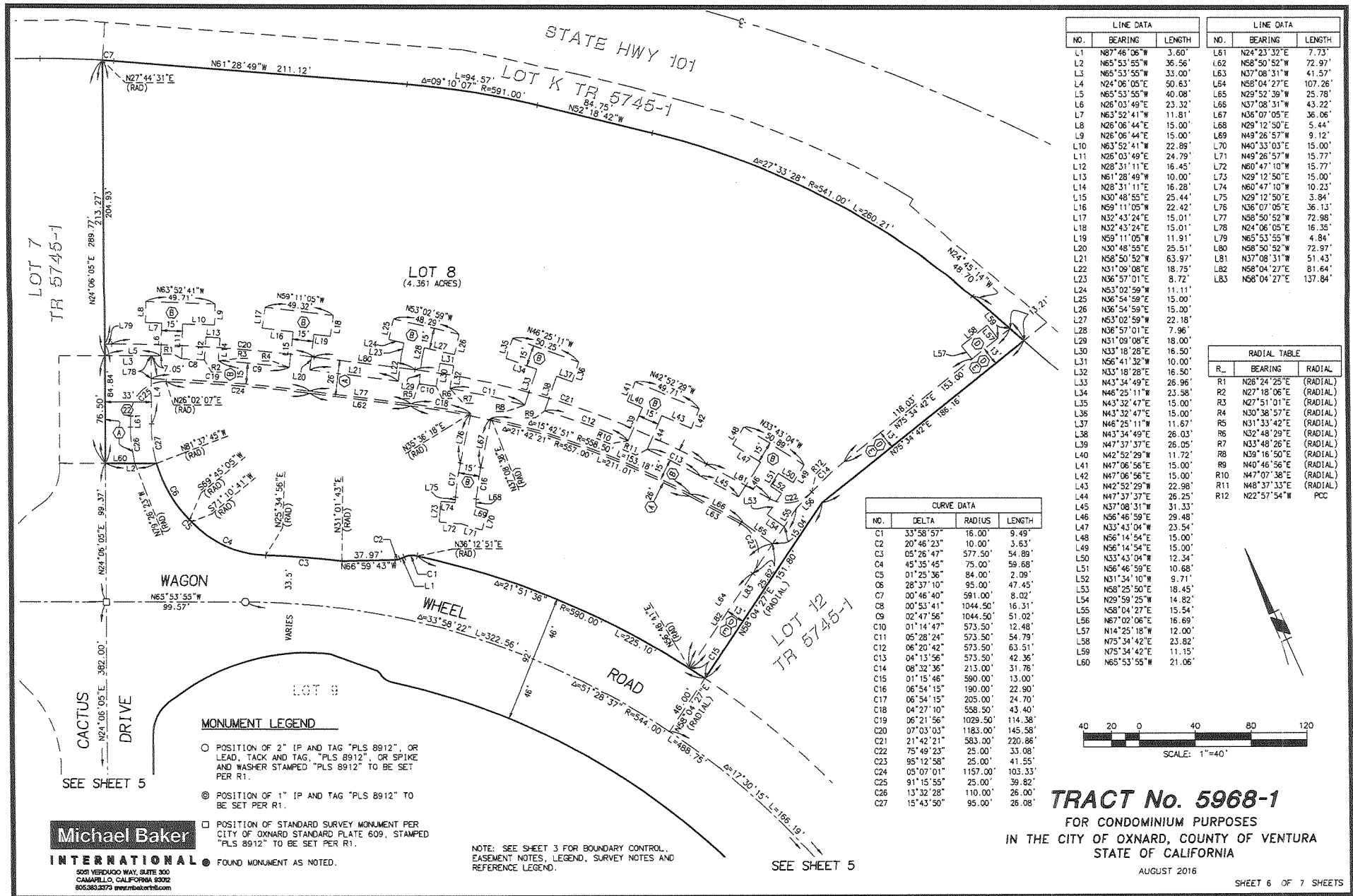
AUGUST 2016

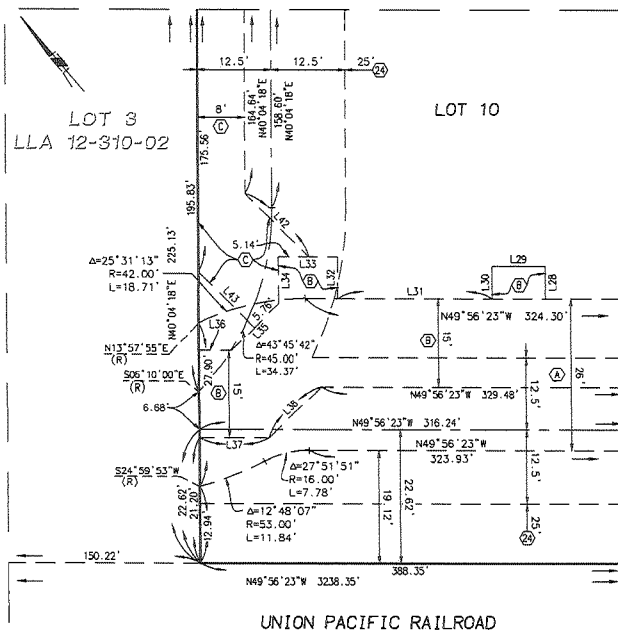
SHEET 5 OF 7 SHEETS

Michael Baker
INTERNATIONAL
5501 VERDEWAY WAY, SUITE 300
CAMARILLO, CALIFORNIA 93022
805.380.3373 www.mbakertl.com

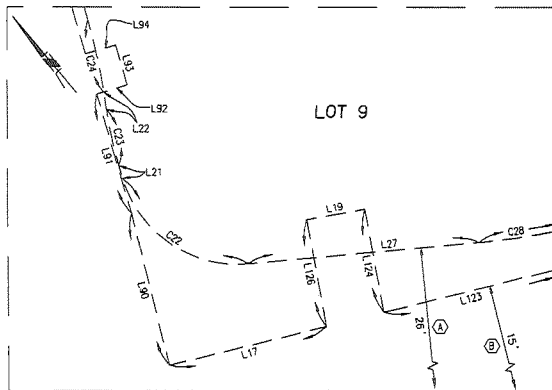
SEE SHEET 4

NOTE: SEE SHEET 3 FOR BOUNDARY CONTROL,
EASEMENT NOTES, LEGEND, SURVEY NOTES AND
REFERENCE LEGEND.

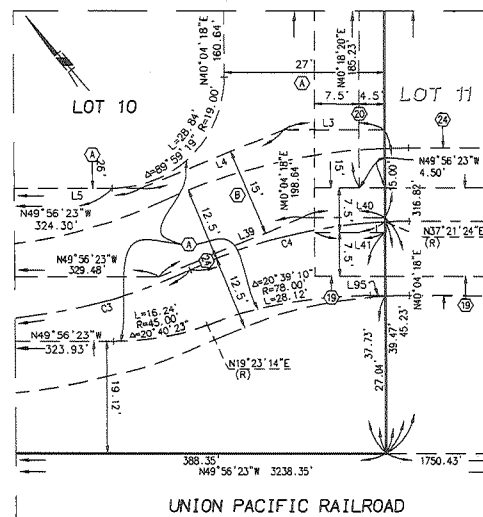




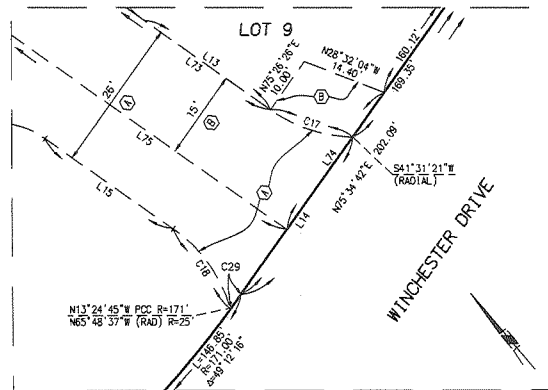
DETAIL "A"
NOT TO SCALE
(SEE SHEET 4)



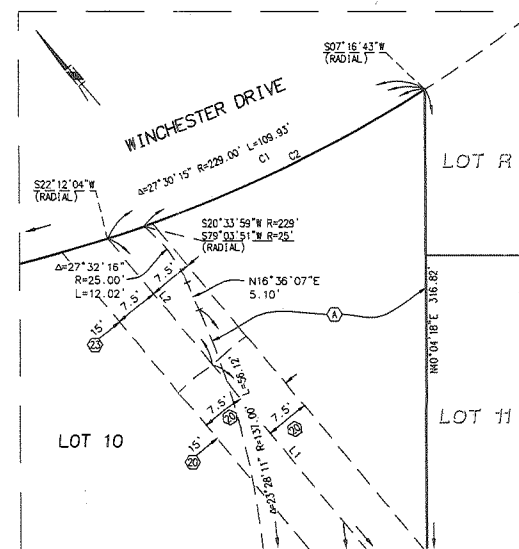
DETAIL "D"
NOT TO SCALE
(SEE SHEET 5)



DETAIL "B"
NOT TO SCALE
(SEE SHEET 4)



DETAIL "E"
NOT TO SCALE
(SEE SHEET 5)



DETAIL "C"
NOT TO SCALE
(SEE SHEET 4)

LINE TABLE		
NO.	DIRECTION	LENGTH

L1	N00°38'05"E	51.39'
L2	N00°38'05"E	27.63'
L3	N49°56'23"W	16.97'
L4	N72°26'15"W	26.22'
L5	N49°56'23"W	22.47'
L13	N14°33'34"W	26.12'
L14	N75°34'42"E	32.74'
L15	N14°33'34"W	26.42'
L17	N63°37'54"W	27.37'
L19	N60°00'42"W	10.00'
L21	N24°06'06"E	2.26'
L22	N31°24'49"E	2.93'
L27	N55°13'02"W	39.26'
L28	N40°02'53"E	5.50'
L29	N49°56'23"W	9.00'
L30	N40°02'53"E	5.50'
L31	N49°56'23"W	26.12'
L32	N40°03'37"E	7.00'
L33	N49°56'23"W	10.00'
L34	N40°03'37"E	7.93'
L35	N85°03'37"E	11.29'
L36	N49°57'36"W	5.54'
L37	N49°57'36"W	11.76'
L38	N85°03'37"E	12.60'
L39	N72°26'15"W	26.22'
L40	N49°56'23"W	13.96'
L41	N49°56'23"W	12.00'
L42	N04°55'42"W	15.08'
L43	N04°55'42"W	13.37'

LINE TABLE		
NO.	DIRECTION	LENGTH

L73	N14°33'34"W	41.00'
L74	N75°34'42"E	28.48'
L75	N14°33'34"W	55.89'
L90	N26°22'06"E	26.26'
L91	N24°06'40"E	21.00'
L92	N65°53'20"W	5.33'
L93	N24°06'40"E	7.00'
L94	N65°53'20"W	5.33'
L95	N49°55'42"W	2.55'
L123	N63°37'54"W	73.08'
L124	N29°59'18"E	17.65'
L126	N29°59'18"E	16.28'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	14°55'22"	229.00'	59.64'
C2	13°17'16"	229.00'	53.11'
C3	25°03'34"	92.50'	40.46'
C4	22°21'21"	87.50'	34.14'
C17	33°55'05"	25.00'	14.80'
C18	38°44'57"	25.00'	16.91'
C22	79°18'08"	20.00'	27.69'
C23	07°18'43"	76.00'	9.70'
C24	07°18'44"	98.00'	12.51'
C28	49°47'40"	121.00'	105.16'
C29	01°00'33"	171.00'	3.01'

Michael Baker
INTERNATIONAL

580 VERDUJO WAY, SUITE 300
CARMELITO, CALIFORNIA 95022
805.383.3373 www.mbakertell.com

NOTE: SEE SHEET 3 FOR BOUNDARY CONTROL,
EASEMENT NOTES, AND REFERENCE LEGEND

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IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA

AUGUST 2016

SHEET 7 OF 7 SHEETS



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

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

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

RECOMMENDATION:

Receive and file only.

ATTACHMENTS:

Notice of Pending Approval memo

MEMO



July 18, 2017

TO: City Council

FROM: Ashley Golden, Development Services Director

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

An application for approval of Parcel Map No.13-300-03 for the property located at 701 and 703 Mandalay Beach Road, Oxnard, CA 93035 was submitted on June 14, 2017. The application has been reviewed for conformance with conditions of approval and the subdivision map act and on July 13, 2017, the verification of status report has been received from the City Engineer.

In accordance with Ordinance 2910, the City Council will receive notification at its September 12, 2017 City Council meeting that the Development Services Director intends to approve Parcel Map No. 13-300-03 on the 10th day following the City Council meeting which will be on September 21, 2017.

The Development Services Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Kathleen Mallory at (805) 385-8370 if you have any questions regarding Parcel Map No. 13-300-03.

Attachments:

- A. Verification of Status Report
- B. Aerial of Subject Site
- C. Parcel Map No. 13-300.03

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



RECEIVED

JUL 13 2017

PLANNING DIVISION
CITY OF OXNARD

Parcel Map Number 13-300-03

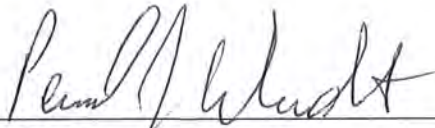
Project Location:

Lot 180 of Tract 1056

Mandalay Beach Road

- ☐ Map requires subdivision improvement agreement.
- ☒ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

DATE: 7.13.17



Paul J. Wendt, City Engineer
Development Services

Revised 03/09/2016

701 & 703 Mandalay Beach Road
PZ 13-300-03 (Parcel Map)



OWNER’S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE LAND INCLUDED WITHIN THIS SUBDIVISION ENTITLED PARCEL MAP NO. 13–300–03, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY

DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE, THE EASEMENT FOR PUBLIC ACCESS PURPOSES SHOWN ON THIS MAP.

701 MANDALAY PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY: _____ BY: _____
BRADLEY GERSZT, MANAGER FRED MAZEWSKI, MANAGER

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 _____ BEFORE ME, _____

PERSONALLY APPEARED BRADLEY GERSZT AND FRED MAZEWSKI

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT THEY BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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.

SIGNATURE _____ PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
PRINT NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

PARADIGM REAL ESTATE SERVICES, INC., A CALIFORNIA CORPORATION AS TO AN UNDIVIDED 100.00% INTEREST, BENEFICIARY UNDER A DEED OF TRUST RECORDED JULY 10, 2015 AS INSTRUMENT NO. 2015–00104511 OF OFFICIAL RECORDS.

BY: _____
YITZCHOK YITZY PEARSON, PRESIDENT

BY: _____
JASON PIETRUSZKA, SECRETARY

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 _____ BEFORE ME, _____

PERSONALLY APPEARED YITZCHOK YITZY PEARSON AND JASON PIETRUSZKA

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR ENTITY UPON BEHALF OF WHICH THE PERSONS 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.

SIGNATURE _____ PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
PRINT NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SURVEYOR’S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MANDALAY PROPERTIES, LLC IN FEBRUARY 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER THE RECORDATION OF THIS PARCEL MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

KATHERINE M. McCUNNEY
LS 6691

CITY SURVEYOR’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF DIVISION 2 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____

BENJAMIN P. HARDIN
CITY SURVEYOR
P.L.S. 8552

CITY ENGINEER’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

PAUL J. WENDT
CITY ENGINEER, CITY OF OXNARD
R.C.E. 46333

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISION OF SECTION 66436, SUBSECTION (a) (3) (A) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, AS HOLDER OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 9, 1959, AS INSTRUMENT NO. 38698 IN BOOK 1786, PAGE 108, OF OFFICIAL RECORDS.

GTE CALIFORNIA INCORPORATED, A CORPORATION AND SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, AS HOLDER OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED DECEMBER 8, 1989, AS INSTRUMENT NO. 89–195691, OF OFFICIAL RECORDS.

CITY COUNCIL’S CERTIFICATE:

THIS MAP, ENTITLED PARCEL MAP NO. 13–300–03, CONSISTING OF 3 SHEETS, HAS BEEN PRESENTED TO CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL’S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE DEVELOPMENT SERVICES

DIRECTOR HEREBY APPROVES THIS MAP ON THE _____ DAY OF _____, 2017 AND DOES HEREBY ACCEPT FOR PUBLIC USE, THE EASEMENT FOR PUBLIC ACCESS PURPOSES SHOWN ON THIS MAP.

IN WITNESS WHEREOF, AND PURSUANT TO THE CITY COUNCIL’S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE DEVELOPMENT SERVICES DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF

SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 2017.

ATTEST:

MICHELLE ASCENCION
CITY CLERK
CITY OF OXNARD

ASHLEY GOLDEN,
DEVELOPMENT SERVICES DIRECTOR
CITY OF OXNARD

CITY TREASURER’S CERTIFICATE:

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST PARCEL MAP NO. 13–300–03 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2017.

PHILLIP S. MOLINA
CITY TREASURER, CITY OF OXNARD

COUNTY RECORDER’S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20____, AT _____ m. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF MANDALAY PROPERTIES, LLC.

MARK A. LUNN
COUNTY RECORDER,
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR’S CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HINTZ
COUNTY TAX COLLECTOR,
COUNTY OF VENTURA

BY: _____ DATE: _____
DEPUTY COUNTY TAX COLLECTOR

PARCEL MAP NO. 13–300–03

IN THE CITY OF OXNARD, COUNTY OF VENTURA
STATE OF CALIFORNIA
BEING LOT 180, TRACT 1056
PER MAP RECORDED IN BOOK 27, PAGE 15 OF
MISCELLANEOUS RECORDS (MAPS) OF VENTURA COUNTY

FEBRUARY 2017

Civil Formations, Inc. Consulting Civil Engineers 155 GRANADA ST., STE J CAMARILLO, CA 93010 (805) 484–4880

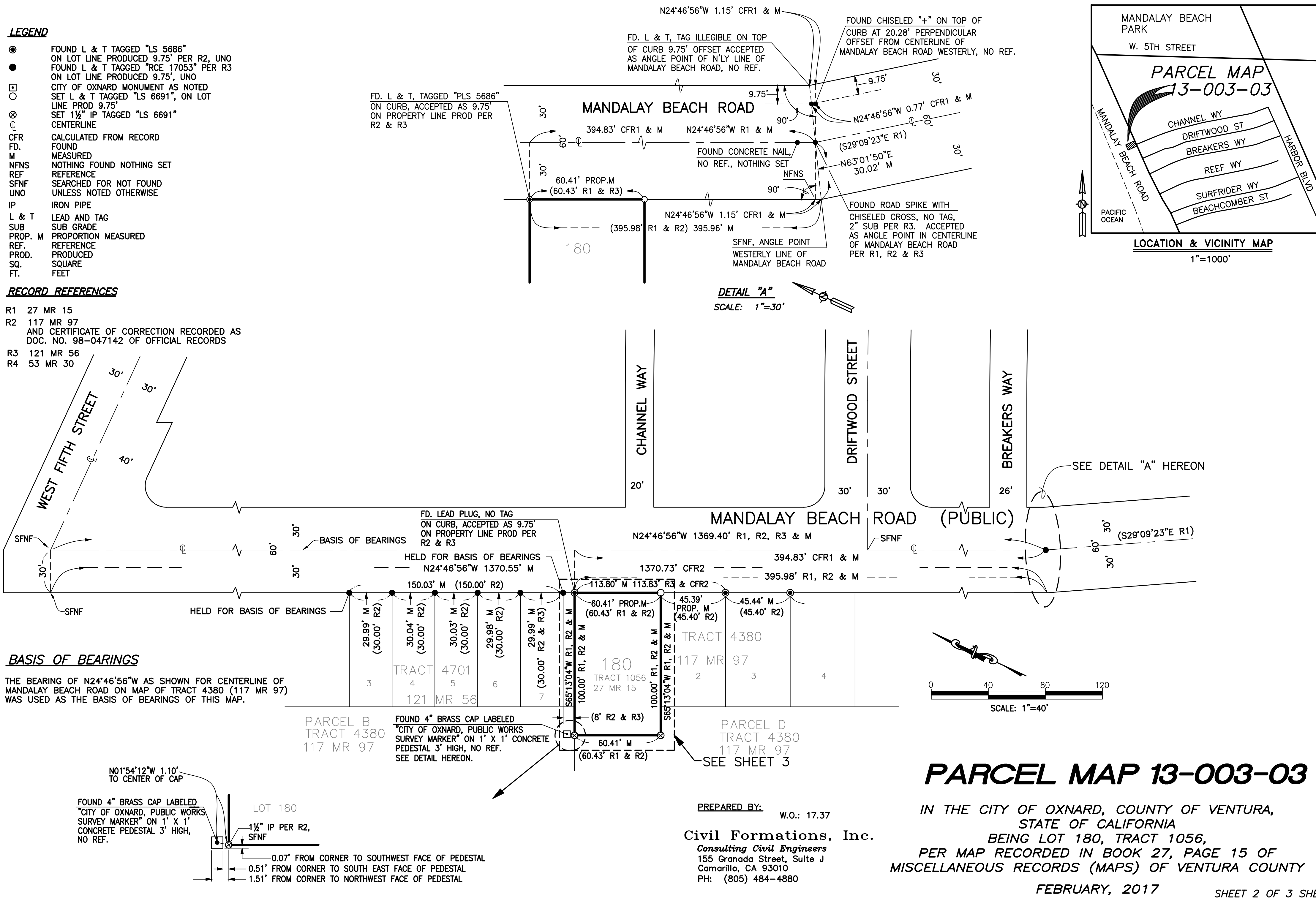
SHEET 1 OF 3 SHEETS

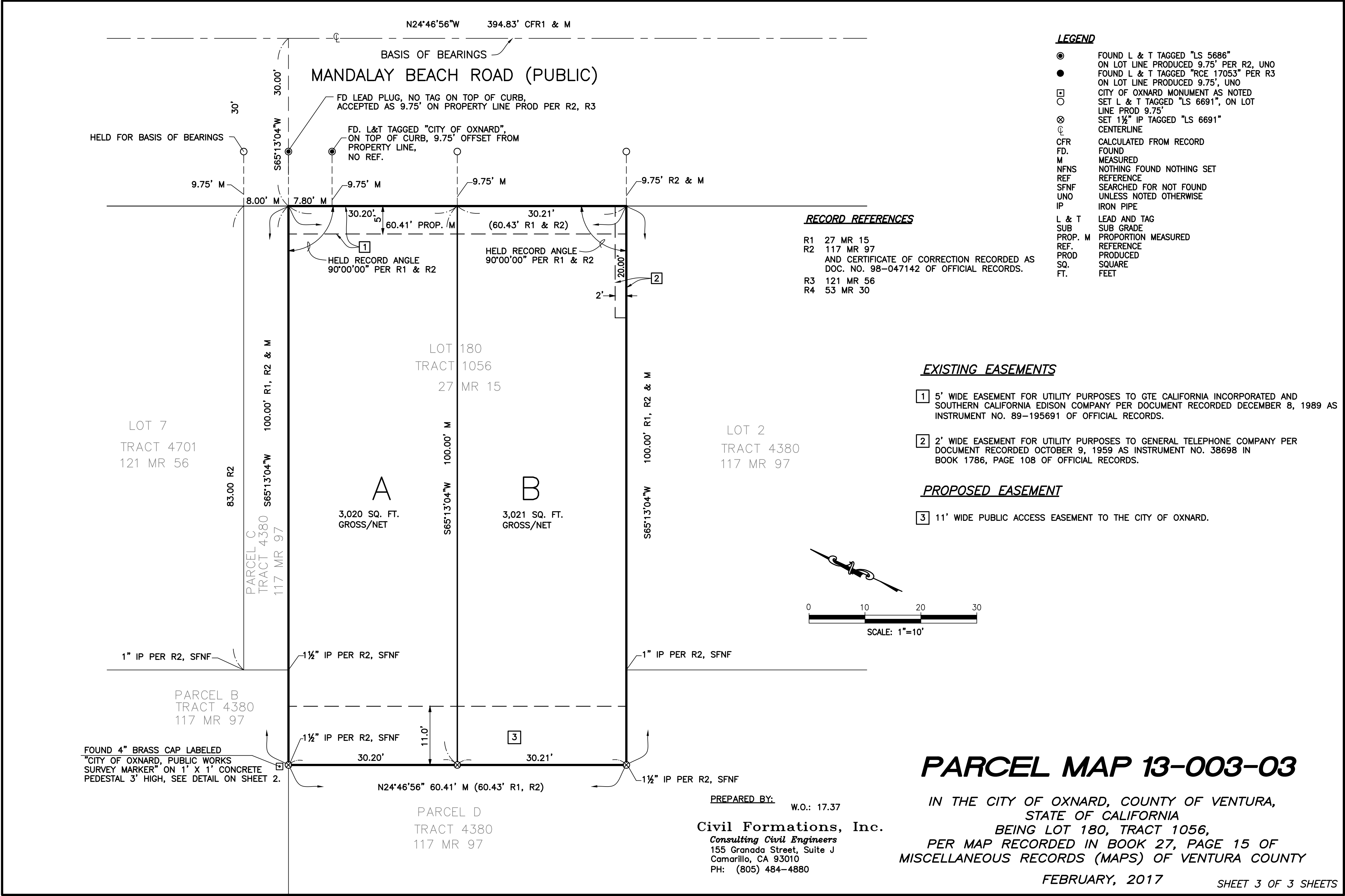
LEGEND

- FOUND L & T TAGGED "LS 5686"
ON LOT LINE PRODUCED 9.75' PER R2, UNO
- FOUND L & T TAGGED "RCE 17053" PER R3
ON LOT LINE PRODUCED 9.75', UNO
- CITY OF OXNARD MONUMENT AS NOTED
SET L & T TAGGED "LS 6691", ON LOT
LINE PROD 9.75'
- ⊗ SET 1½" IP TAGGED "LS 6691"
CENTERLINE
- ⊕ CALCULATED FROM RECORD
- FD. FOUND
- M MEASURED
- NFNS NOTHING FOUND NOTHING SET
- REF REFERENCE
- SFNF SEARCHED FOR NOT FOUND
UNLESS NOTED OTHERWISE
- UNO
- IP IRON PIPE
- L & T LEAD AND TAG
- SUB SUB GRADE
- PROP. M PROPORTION MEASURED
- REF. REFERENCE
- PROD. PRODUCED
- SQ. SQUARE
- FT. FEET

RECORD REFERENCES

- R1 27 MR 15
- R2 117 MR 97
AND CERTIFICATE OF CORRECTION RECORDED AS
DOC. NO. 98-047142 OF OFFICIAL RECORDS
- R3 121 MR 56
- R4 53 MR 30





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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Fire Chief

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

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council adopts a resolution adjusting the existing State General Oversight Surcharge and Underground Storage Tank Surcharge fees.

BACKGROUND

Californians are protected from hazardous waste and materials by a Unified Program that ensures consistency throughout the state in regard to administrative requirements, permits, inspections, and enforcement. CalEPA oversees the program as a whole, and certifies 83 local government agencies known as Certified Unified Program Agencies (CUPA) to implement the hazardous waste and materials standards set by five different state agencies. The Oxnard Fire Department is the local administrator for the CUPA program that conducts inspections and provides oversight for businesses that store hazardous materials and generate hazardous waste. The CUPA is a special revenue fund requiring full cost recovery for services provided. Program costs and operating expenses are recovered through establishment of fees which includes the collection of the State General Oversight Surcharge fees as detailed under Health and Safety Code Section 25404.

Adjustment of State Surcharges for CUPA
September 12, 2017
Page 2

On March 24, 2017, increases to the Oversight and Underground Storage Tank Program surcharges were publicly noticed by Cal/EPA in the California Regulatory Notice Register for a 30-day comment period; the final notice was published on June 2, 2017. State law requires the Oxnard Fire Department and all other Unified Program agencies to begin collecting the new surcharges as part of their single fee system.

The existing State Oversight Surcharge as approved by Resolution No. 14,676 is \$35.00 per facility. The existing Underground Storage Tank Surcharge, approved by Resolution 13,526 is \$15.00 per tank. Cal/EPA has adjusted the amounts of these surcharges to \$49.00 per facility and \$20.00 per tank, respectively.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The CUPA collects State Oversight Surcharge and Underground Storage Tank Surcharge fees from regulated businesses and remits payment each quarter to the State, therefore no impact to the City budget is anticipated.

ATTACHMENTS:

Attachment A: Resolution approving fee adjustments

Attachment B: State rates

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 ADJUSTING THE STATE GENERAL OVERSIGHT SURCHARGE AND UNDERGROUND
 STORAGE TANK SURCHARGE FEES FOR THE CERTIFIED UNIFIED PROGRAM
 AGENCY SERVICES AND PERMITS

WHEREAS, the Certified Unified Program Agency (“CUPA”) has the responsibility and authority to enforce the requirements of Chapters 6.5, 6.67, 6.7, and 6.95 of the California Health & Safety Code; and

WHEREAS, the City Council examines the costs associated with such enforcement and sets fees for CUPA services and permits; and

WHEREAS, the California Environmental Protection Agency has published increased surcharge fees in the California Regulatory Notice Register on June 2, 2017; and

WHEREAS, pursuant to 27 CCR §15240, sixty days following the publishing of final surcharge, the CUPA is required to collect the increased surcharge fees as part of its single fee system.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the adjusted surcharge fees set forth in Exhibit A, attached hereto and made a part hereof, are adopted as the fees for CUPA services and permits as of September 12, 2017.

PASSED AND ADOPTED this ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

 Tim Flynn, Mayor

ATTEST:

 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 Stephen Fischer, City Attorney

EXHIBIT A

**FY 2017-2018
CUPA State Surcharge Fee Adjustment**

FIRE/CERTIFIED UNIFIED PROGRAM AGENCY (CUPA)

Adjustment of existing annual State General Oversight Surcharge fee charged for each regulated facility, and State Underground Storage Tank Surcharge fee, charged for each underground storage tank.

Type of service	Current Fee	State Required increase	Adjusted fee
Surcharges			
State General Oversight (per facility)	\$35.00	\$14.00	\$49.00
State Underground Storage Tank (per tank)	\$15.00	\$5.00	\$20.00

CALIFORNIA REGULATORY NOTICE REGISTER 2017, VOLUME NO. 22-Z
**ENVIRONMENTAL PROTECTION
AGENCY**
Final Publication
Unified Program State Surcharge to Include:

- **Assessment for Refinery Safety**
- **Oversight surcharge increase**
- **Underground Storage Tank Program surcharge increase**

NOTICE IS HEREBY GIVEN that the Secretary for the California Environmental Protection Agency (CalEPA) is adjusting the Unified Program state surcharge according to the California Health and Safety Code, Division 20, Chapter 6.11, section 25404.5(b), and the California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1, Section 15240.

The Unified Program state surcharge is a yearly assessment on each entity regulated under the Unified Program and is used to fund the necessary and reasonable costs of all state agencies responsible for program implementation, ongoing maintenance and oversight of the Unified Program.

The Unified Program state surcharge now includes:

- an assessment applicable to refineries that is based on a tiered structure dependent upon daily barrel production,

- a \$14 per facility increase to the existing Oversight state surcharge,
- a \$5 per tank increase to the existing Underground Storage Tank Program surcharge.

The California Accidental Release Prevention Program and Aboveground Petroleum Storage Act Program portions of the Unified Program state surcharge remain unchanged.

On March 24, 2017, the Refinery Safety surcharge and increases to the Oversight and Underground Storage Tank Program surcharges were publicly noticed in the California Regulatory Notice Register for a 30-day comment period. CalEPA considered all applicable comments received from the California Independent Oil Marketers Association, the California Biodiesel Alliance and the Western States Petroleum Association and is proceeding with the proposed state surcharges.

The revised state surcharges are considered effective immediately upon final publication in the California Regulatory Notice Register.

Certified Unified Program Agencies (CUPAs) are required to begin assessing the revised Unified Program state surcharge amounts no later than 60 days after the effective date. The majority of regulated businesses will be subject to the revised surcharge during the normal CUPA billing cycle for fiscal year 2017/2018.

The revised Unified Program state surcharge is shown below.

UNIFIED PROGRAM STATE SURCHARGE					
Unified Program Element	Authorizing Agency	Applicable To	Current Rate	Increase Amount	New Rate Effective Fiscal Year 2017/2018
Oversight	CalEPA	each facility	\$35.00	\$14.00 per each facility	\$49.00
Underground Storage Tank	State Water Resources Control Board	each tank	\$15.00	\$5.00 per each tank	\$20.00
California Accidental Release Prevention Program	California Office of Emergency Services	each stationary source	\$270.00	No Change	
Aboveground Petroleum Storage Act	Office of the State Fire Marshal	each tank facility	\$26.00	No Change	
Refinery Safety	CalEPA	each refinery facility	N/A	Tier 1 = \$45,000 Tier 2 = \$27,500 Tier 3 = \$13,750 Tier 4 = \$3,500	

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**CITY COUNCIL
AGENDA REPORT**

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

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Financial Plaza Tower III Development Agreement Amendment (10/10/15)

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

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.

BACKGROUND

In September and December 1992, the Planning Commission took action to approve a Final Environmental Impact Report (FEIR 1989-04) and approve Special Use Permit (SUP) No. 1423 for a 15-story (approximately 218 feet) commercial office building totaling 309,429 square feet (sf) and one six-level parking structure (Parking Structure A). In March of 1997, the City Council reapproved the SUP and granted a one-time, three-year extension of the SUP; which extended the SUP approval until February 2000.

On July 18, 2002, the Planning Commission adopted Resolution No. 2002-59 (PZ 01-5-42) for an SUP (herein after Financial Plaza Tower III”) which modified the project to include the

original 15-story office building, but decreased the size of Parking Structure A from six-levels down to four-levels and added a 2-level parking structure (Parking Structure B;). The Financial Plaza Tower III also adopted an Addendum to the 1992 FEIR (hereafter referred to as the “2002 Addendum – including SUP permit conditions; see Attachment #2). Two deviations were also approved: 1.) exceeding the 35-foot C-2-PD height limit to construction a 218 foot tower; and 2.) reduction in the number of parking spaces/administrative relief. With the July 2002 approval, the Planning Commission adopted Resolution No. 2002-60, recommending City Council approval of a 15-year Development Agreement (DA) No. 02-670-01.

On September 10, 2002, the City Council adopted Resolution No. 12,232 upholding the Planning Commission’s approval of the Financial Plaza Tower III. On September 17, 2002 the City Council adopted Ordinance No. 2606 approving DA No. 02-670-01. The DA remains in effect until October 17, 2017.

In 2015, an SUP was approved (PZ 15-520-03) to permit outdoor weddings within an 1-acre open space area, which is the location for the 1992 and 2002 approved park area –the location for the Financial Plaza Tower III parking structure. The SUP for the wedding use was approved with the stipulation that the wedding use will terminate when the Financial Plaza Tower III development occurs.

The Financial Plaza campus is presently developed with two office tower buildings (21-story & 13-story), a 6-story hotel, four 1-2 story office buildings, a 4-story parking structure, surface parking and a 1-acre park area with a jogging course and tennis courts.

PROJECT REQUEST

TOPA Management Company (herein defined as “Applicant”) is seeking approval to extend the duration of their previously approved Development Agreement (DA No. 02-670-01) which granted approval to construct a 15-story commercial office building, including two parking structures (herein known as Financial Plaza Tower III project). The Financial Plaza Tower III project will be located in the center and south portions of the Financial Plaza campus, displacing existing surface parking and the 1-acre open space area currently utilized for outdoor events. Maps depicting the site location and land use areas are provided in Attachment #1.

In January 2017, the applicant submitted a request for an amendment to DA No. 02-670-01 to extend the expiration of the DA by five years. The five year timeframe was intended to allow the City and applicant time to renegotiate the DA terms and to evaluate if the approved project is still feasible. Since January, staff has been working with the applicant and City departments to identify needed improvements and desired enhancements.

The July 18, 2017 Planning Commission staff report recommended a DA extension of two years, not five years. Staff recommended two years to accomplish the following tasks associated with the request: coordinate with various City departments and establish a negotiating team, identify desired enhancements, meet with the applicant, conduct the necessary analysis and

environmental compliance, engage with legal counsel, evaluate and determine financial impacts and engage financial professionals as warranted, and conduct community outreach and coordination. In addition, noticing, staff report lead times, public hearings, and second readings related to the ordinance account for nearly 3 months of the overall timeframe of the request. At the July 20, 2017 Planning Commission meeting, the Planning Commission recommended a *one year* extension (see Attachments #4 & #5). The draft DA does not yet reflect the change from a two year extension to a one year extension. Should the City Council uphold the Planning Commission's recommendation for a one year extension, staff will amend the DA prior to executing the document (see Attachment #6). The steps outlined above will likely take longer than one year.

To support the DA extension, an addendum to the previously approved FEIR was prepared. No new or substantially greater impacts were found beyond those identified in the FEIR and Addendum (Addendum No. 2017-01 - see Attachment #3). Pursuant to State CEQA guidelines, circulation of an Addendum for public review is not required (See Attachment #3).

ANALYSIS

DA Amendment No. 1- Terms and Provisions

The Applicant is not seeking approval to develop a new project. No changes to the Financial Plaza Tower III project are proposed. The applicant is only requesting an extension of the DA to allow the City and Applicant time to discuss the City and Applicants needs and to renegotiate the DA.

The DA Amendment and Agreement, as amended by Planning Commission, will include the following revisions:

- i) Amend Sections 10, 11.1 and 22 of the Development Agreement to extend by 12 months the approval of a Special Use Permit (SUP; PZ 01-5-42) for the Financial Plaza Tower III by replacing the term "15 years," with "16 years"; and
- ii) Amend Sections 11.1 to 11.5 and 12.3 of the Development Agreement requiring that the project comply with the Uniform Codes; and
- iii) Amend Sections 11.1 and 12.1 of the Development Agreement to require an administrative Development Design Review (DDR) permit for the Financial Plaza Tower III project; and
- iv) Amend Section 20 of the Development Agreement to update the noticing requirements.

The proposed DA has been amended to include administrative review through the design review process (Section 11.1 to 11.5 and 12.3). Such review would allow the Development Advisory Committee (DAC) department representatives to review and condition the project to comply with Uniform Codes and address current standards, such as safety design requirements that have changed significantly over the past ten to twenty years. For example, many Police Department conditions today are written to address Crime Prevention Through Environmental Design

(CPTED) strategies, which weren't implemented until about 2005 (Scott Swenson, Oxnard Police Department, June 2017). On-site Fire Department equipment requirements for response to fires in high-rise buildings have also changed substantially over the last ten years (Sergio Martinez, Oxnard Fire Department, June 2017). The project would not return to the Planning Commission or City Council for further approval unless major deviations to the Financial Plaza Tower III project are proposed by the applicant. In that case a full review of the project, environmental review, and a DA revision, or new DA, would also be required.

STRATEGIC PRIORITIES

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

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

Goal 2. Enhance business development throughout the City.

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

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

Goal 3. Enhance business retention and attraction.

FINANCIAL IMPACT

A DA which is currently in effect does not freeze or waive any development impact fees; the current DA does not have any financial impact. The proposed DA does not propose to lock development impact fees. There are no financial impacts associated with the proposed DA. In the future, the DA could consider mutually agreed upon financial incentives.

ATTACHMENTS:

Attachment #1 Maps and Plans

Attachment #2 Reso 2002-59 for SUP

Attachment #3 Addendum 2017-01

Attachment #4 PC Staff Report

Attachment #5 PC Resolution

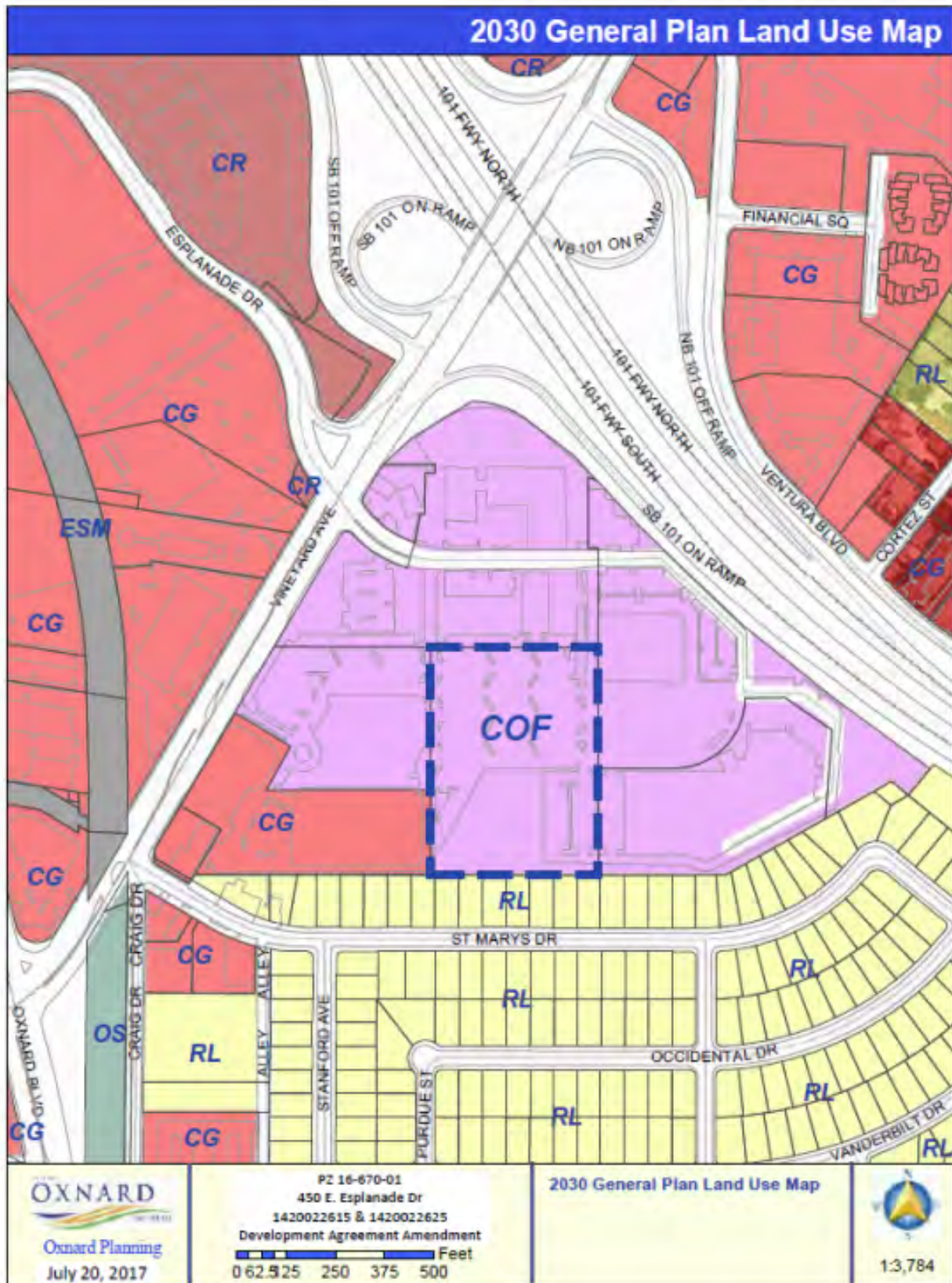
Topa Development Agreement Amendment (10/10/15)
September 12, 2017
Page 5

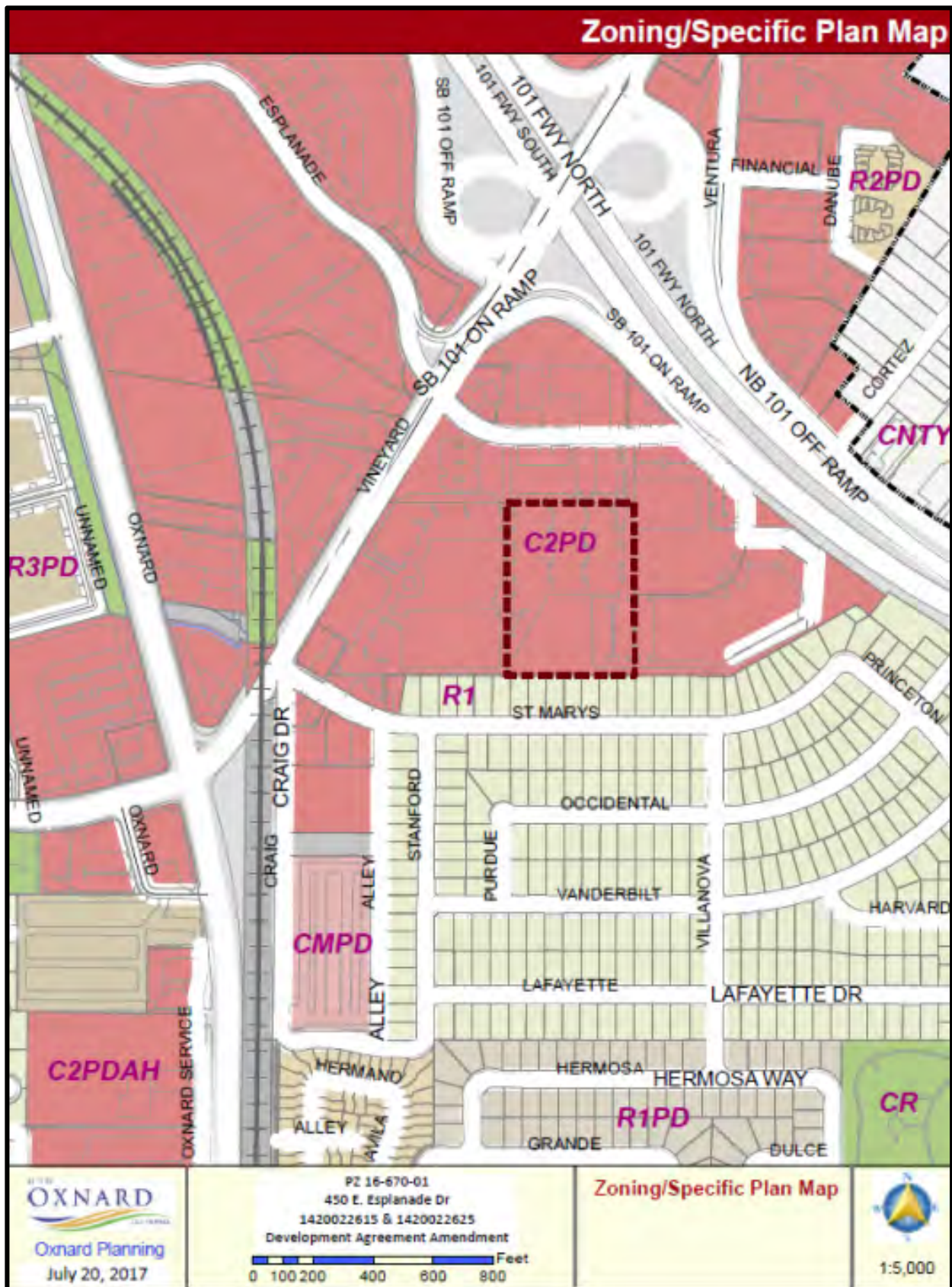
Attachment #6 Development Agreement

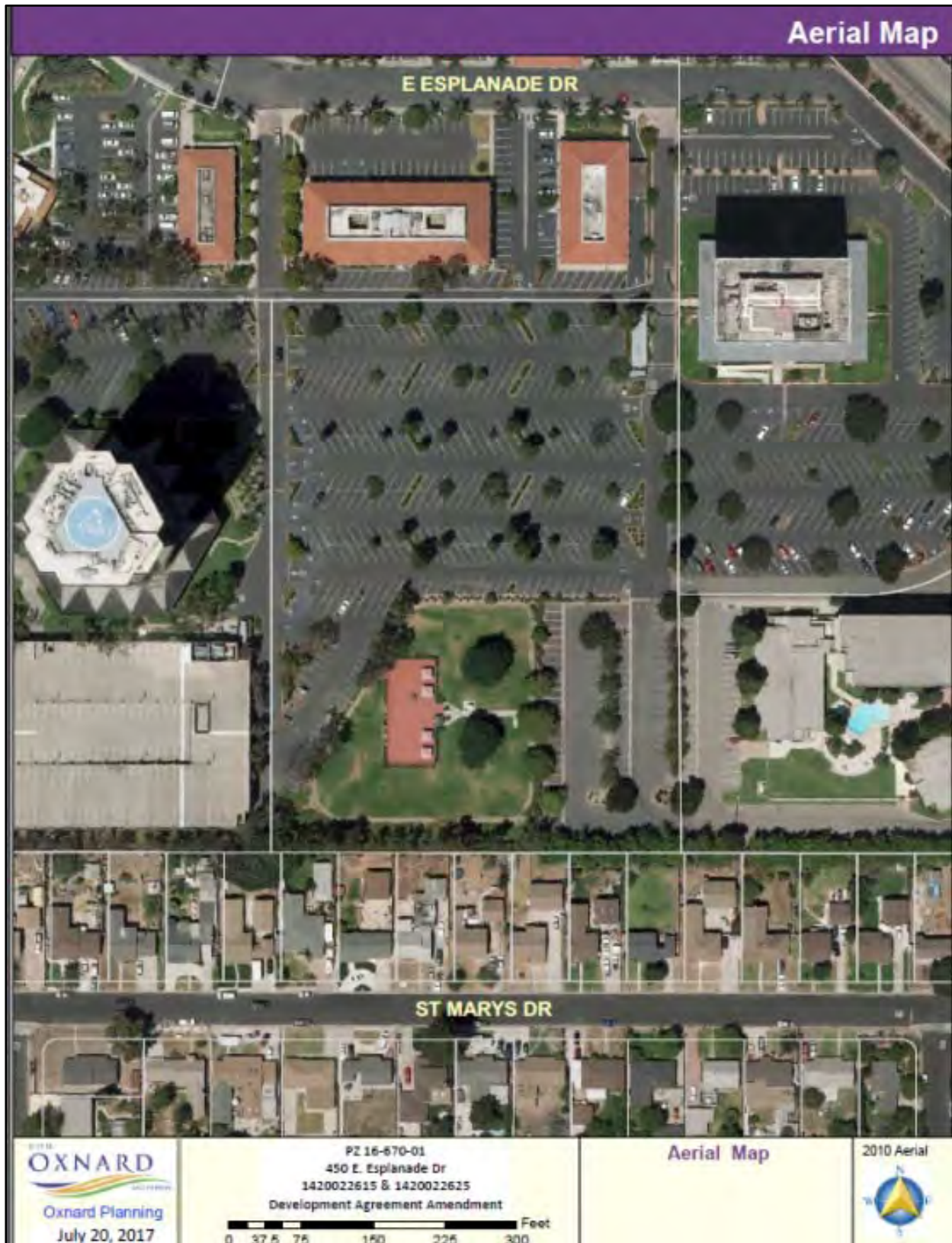
Attachment #7 Proposed Ordinance

ATTACHMENT #1
 Vicinity, General Plan, Zoning, Aerial, Aerial w/Site Plan overlay,
 Site Plan, Landscape Plan, Tower Elevations

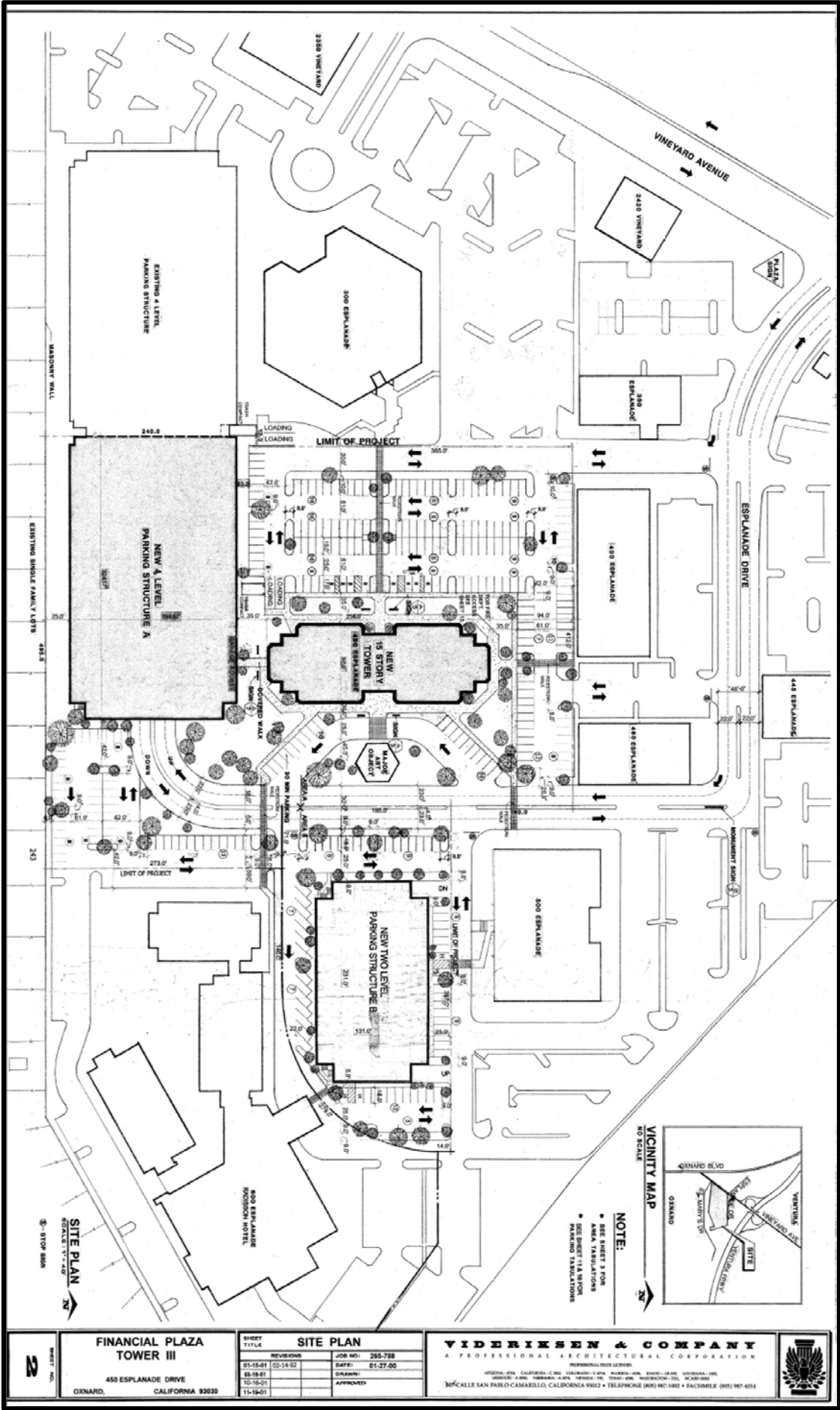


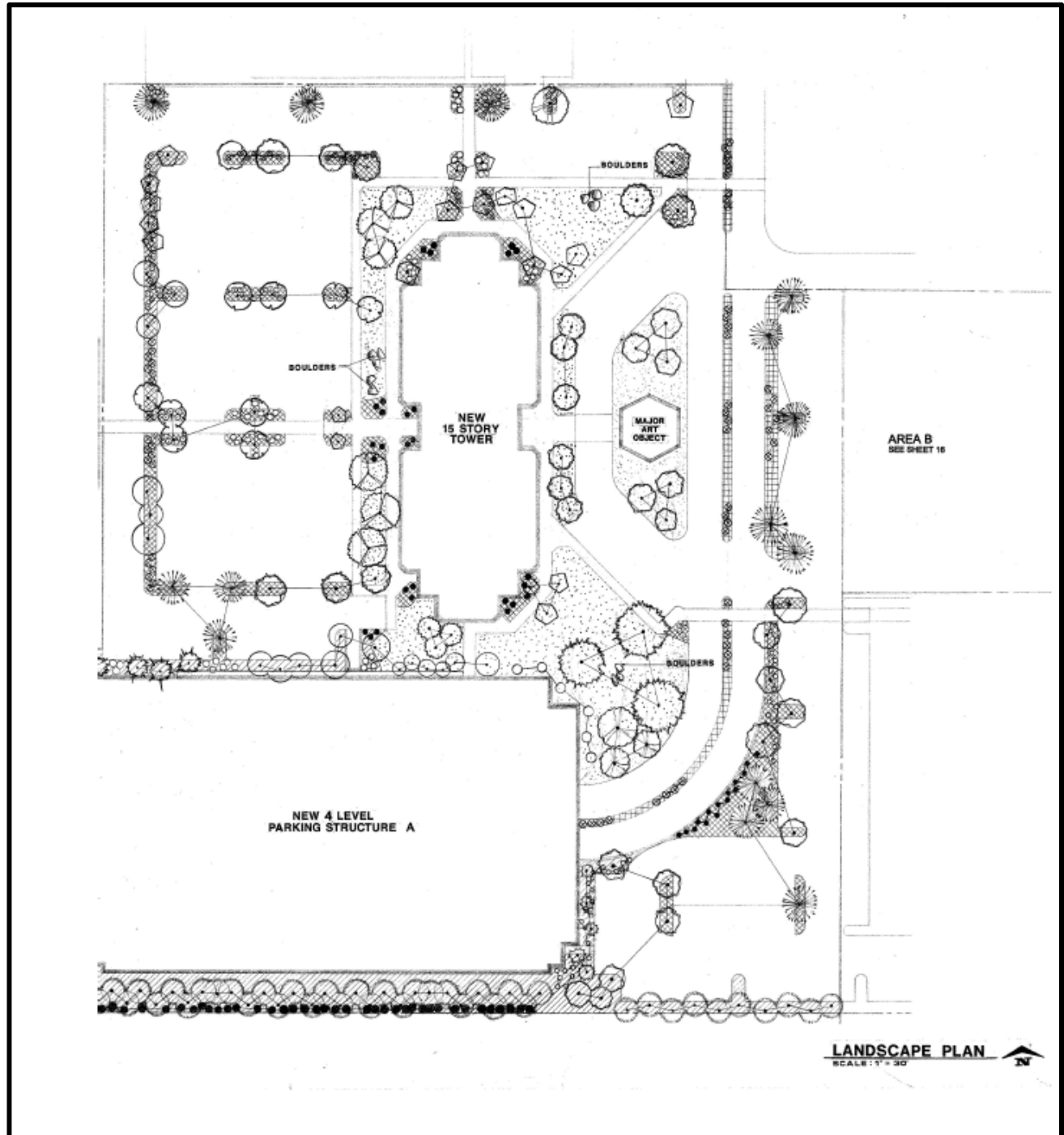


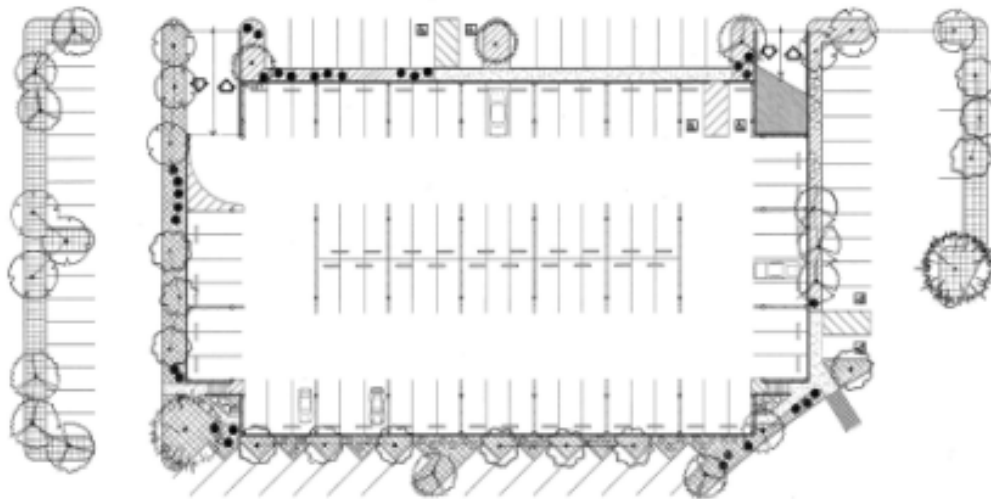








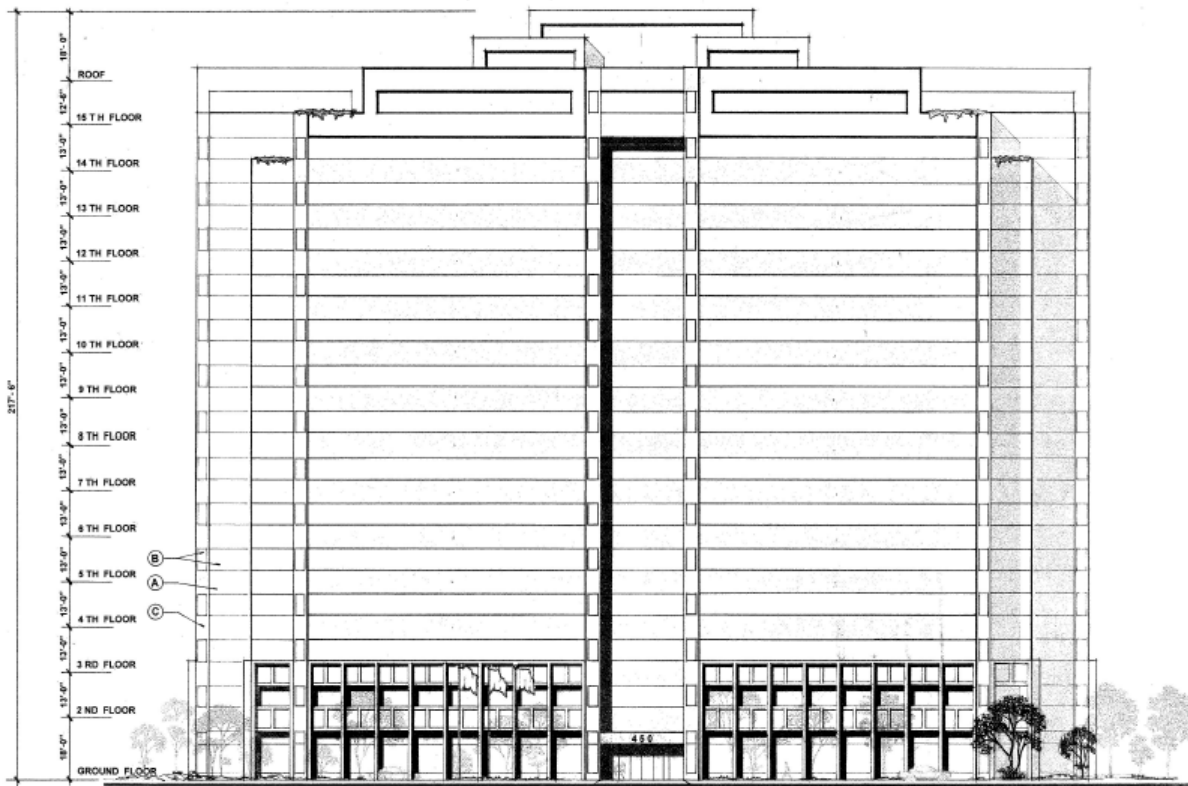




PARKING STRUCTURE B
LANDSCAPE PLAN

NOTE:
* SEE FOR PLANT LIST AND OTHER INFORMATION
REFER TO SHEET 10

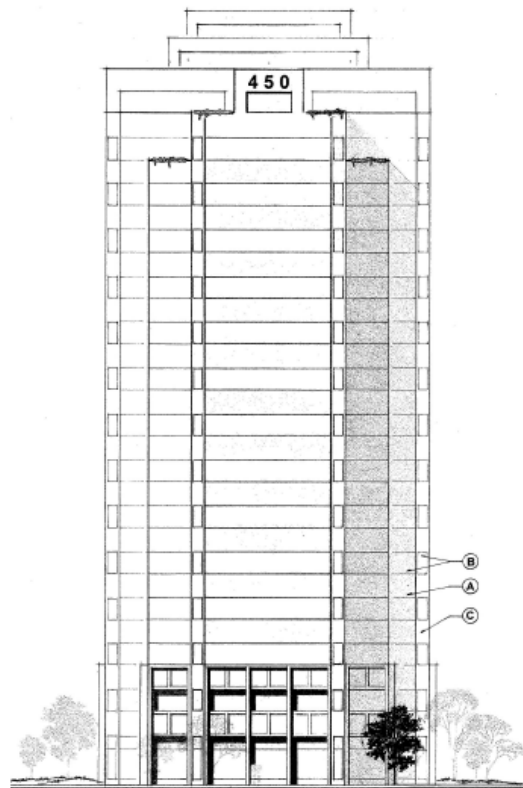
PLANT LIST							
SYM	BOTANICAL NAME	COMMON NAME	CONT	SYM	BOTANICAL NAME	COMMON NAME	CONT
	PNUS CANARENSIS	CANARY ISLAND PINE	36" BOX		PITIOSPORUM TOBIRA	TOBIRA	5 GAL
	CASSIA LEPTOPHYLLA	GOLD MEDALLION TREE	24" BOX		DODONAEA VISCOSA	HOPSEED BUSH	5 GAL
	LIQUIDAMBAR STYRACIFLUA	PALE ALTO	24" BOX		ESCOLLONIA LANGLENSIS	ESCOLLONIA APPLE BLOSSOM	5 GAL
	LIQUIDAMBAR STYRACIFLUA	BURGUNDY	24" BOX		RAMNADOMESTICA	HEAVENLY BAMBOO	5 GAL
	MELALEUCA LEUCADENDRA	CASPUT TREE MULTISTEM	24" BOX		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	5 GAL
	BETULA PENDULA	EUROPEAN WHITE BIRCH MULTISTEM	24" BOX		RAPHIOLEPSIS INDICA	RAPHIOLEPSIS PINK CLOUD	5 GAL
	EUCALYPTUS CITRINODORA	LEMON SCENTED GUM	18 GAL				
	CUPANOPSIS ANACARDIODES	CARROTWOOD TREE	24" BOX		JANPERUS SABINA 'ARCADIA'	JUNPER	
	GREVILLEA ROBUSTA	SILK OAK	OR 3/4 BOX		HEDERA HELIX HAINNE	HANG IVY	
	CEDRUS DEODARA	DEODAR CEDAR	42" BOX		SAZANIA SPLENENS	MITSUWA	
	ERYTHRINA CAFFRA	SAFFEROOM CORAL TREE MULTISTEM	48" BOX		LAWN-TALL PEDICE-OLYMPIC LAWN		



EAST ELEVATION

1" = 1'-0"

- (A) — DARK BLUE REFLECTIVE GLASS SP.
- (B) — LIGHT BLUE REFLECTIVE GLASS VIB
- (C) — GRAY PRECAST WALL PANELS



NORTH ELEVATION

SCALE: 1/16" = 1'-0"

ATTACHMENT #2

Resolution No. 2002-59
for
Special Use Permit PZ 01-5-42

Approved July 18, 2002

RESOLUTION NO. 2002-59

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PERMIT NO. PZ 01-5-42, A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF A 309,429 SQUARE FOOT, 15-STORY COMMERCIAL OFFICE DEVELOPMENT PROJECT WITHIN THE FINANCIAL PLAZA. FILED BY DUESENBERG INVESTMENT COMPANY, 500 ESPLANADE DRIVE, SUITE 400, OXNARD, CA. 93030

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for a Special Use Permit filed by Duesenberg Investment Company in accordance with Sections 36-7.1.31, and 34-146 through 34-157.1 of the Oxnard City Code, for a project known as Tower III, consisting of a 309,429 square foot, 15 story commercial office building; and

WHEREAS, on the basis of an initial study, and in accordance with Section 15164 of the California Code of Regulations, the Planning and Environmental Services Division has determined that minor changes are proposed to an earlier similar version of the project for which Final Environmental Impact Report (FEIR) (State Clearinghouse No. 1990019238) was previously certified, and has prepared an Addendum thereto; and

WHEREAS, the Planning Commission has been considered the FEIR and the Addendum to the FEIR, before adopting this resolution and makes the findings of fact regarding the environmental impacts associated with the project identified in Attachment A of this resolution, attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

- A. That the proposed use is in conformance with the *2020 General Plan* and other adopted standards of the City of Oxnard.
- B. That 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.
- C. That 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.
- D. That 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.
- E. That the site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

*Tower III
July 18, 2002
PZ 01-5-42
Page 2 of 21*

WHEREAS, the Planning Commission grants administrative relief for the number of parking spaces proposed for the project in accordance with the parking study prepared by Penfield and Smith, dated September 10, 2001, and for the size of the parking spaces within the existing parking structure; 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 development in particular; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves PZ No. 01-5-42 (Special Use Permit) for those certain parcels located on Esplanade Drive, as shown on the Attachment B, attached and made a part of this resolution, subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 34-155 of the Oxnard City Code:

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 May 30, 2002, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as

Tower III
July 18, 2002
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otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services 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 24 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, or the beginning of the proposed use, unless otherwise provided for in the Development Agreement between the owner and the City. (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. Developer shall record with the Ventura County Recorder a "Notice of Land Use Restrictions and Conditions" in a form acceptable to the City Attorney. Before the City issues building permits or allows Developer to occupy the project, Developer shall submit a copy of the recorded document to the Planning and Environmental Services Manager. (PL, G-8)
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City

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- Code and as amended by PZ 01-5-42 in which the Commission granted administrative relief in the number of parking spaces required and the length of the parking spaces within the new 4-story parking structure (Penfield and Smith parking study dated September 10, 2001). (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
 10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
 11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
 12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
 13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PARKS STANDARD CONDITIONS

14. Before submitting landscape and irrigation plans, Developer shall obtain approval of the Parks and Facilities Superintendent or designee ("Superintendent") of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK)
15. Before the City issues building permits or the proposed use is initiated, 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)
16. Before City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Parks and Facilities Superintendent. (PK)

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17. Developer shall 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 will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK)
18. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Superintendent. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK)
19. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. Additional 36" box sized trees shall be installed on the southerly property line in order to screen the existing and new 4-level parking structures. Tree species shall be approved by the Parks Division. 5-gallon vines shall be planted 10 feet on center and shall be planted along the southerly wall in order to screen the wall. The Parks Division shall approve the species to be planted. All additional trees to be installed shall grow to at least 60 feet in height (on an average) within 5 to 6 years. (PK)

PARKS SPECIAL CONDITIONS

20. The irrigation system shall include a rain shut-off sensor device as a water conservation measure. The device shall be a part of the irrigation plan submittal.
21. A tree report is required for the health and economic appraisal value of the trees to be removed from site. The report shall be prepared by a certified arborist and shall follow the format as outlined in A Guide to the Methods and Procedures for Appraising Amenity Plants, Latest Edition as published by the International Society of Arboriculture. The report shall include both text and a site plan that clearly labels trees to be saved, removed or transplanted. Developer's selection of the certified arborist is subject to approval by the Parks and Facilities Division and shall be selected before the report is prepared. The methodology for the tree appraisal value shall be based on the "Trunk Formula" method. After Parks and Facilities staff have completed review of the arborist's report, Parks and Facilities staff will determine the economic appraisal value of the trees to be removed. Developer shall put the economic appraisal value back into new tree sizes for the project, in addition to meeting the City's minimum tree size of 24" box. Any disputes or disagreements regarding the economic appraisal value shall be reviewed by the Parks and Facilities Superintendent for a final determination.
22. All new landscape finger planters shall be 9 feet wide.

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FIRE DEPARTMENT STANDARD CONDITIONS

23. Developer shall construct all vehicle access driveways on the project property to be at least 25 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
24. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
25. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
26. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. 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*)
27. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
28. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
29. At all times during construction, Developer shall maintain all-weather surfaces that provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
30. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
31. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. (FD/PD, *F-9*)

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32. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
33. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet. (FD, *F-11*)
34. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
35. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the 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 of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
36. All signalized intersection at Vineyard Avenue and North Oxnard Boulevard shall be equipped with pre-emption equipment. (FD/TR, *F-15*)

FIRE DEPARTMENT SPECIAL CONDITIONS

37. Elevators shall have an additional, and separate, fire, smoke and heat detection system for accessing usage by fire department personnel.
38. a. An additional freight "piston type" elevator shall be located adjacent to the existing freight elevator. This elevator will have the ability to attain the highest floor possible with design specifications of a minimum of 75 feet vertical lift.
38. b. The Fire Control Room shall be relocated to be in close proximity to the freight elevators.
38. c. Interior access from the Fire Control Center to the general lobby area shall be provided.

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PLANNING STANDARD CONDITIONS

39. The final building plans submitted by Developer with the building permit application shall depict all building materials and colors to be used in construction. (PL/B, *PL-1*)
40. Any application for a minor modification to the project shall be accompanied by three copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
41. 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*)
42. Before the City issues building permits, Developer shall provide to the Planning and Environmental Services 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*)
43. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
44. Before the City issues building permits, Developer shall provide to the Planning and Environmental Services Manager a disk in DXF format of a 100-foot scale site plan of the project as approved. (PL, *PL-6*)
45. Developer may not modify any use approved by this permit unless the Planning and Environmental Services Manager determines that Developer has provided the parking required by the City Code as amended by this permit, for the modified use. (PL, *PL-13*)
46. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-15*)

47. Developer shall recess utility meter panels into the structure and shall screen such panels by decorative doors or other building elements, as required by this permit and the appropriate utility service provider. (PL, *PL-16*)
48. 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 and Environmental Services Manager. (PL/B, *PL-17*)
49. 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-18*)
50. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-19*)
51. Before the City issues building permits, Developer shall submit and obtain approval from of a master sign program from the Planning and Environmental Services Manager for the project, which shall indicate on the site plan the elevations, the size, placement, materials, and color of all proposed freestanding and building signs. (PL/ B, *PL-20*)
52. Except during construction, Developer shall not store construction materials on the project property. Except for those vehicles used in the operation and servicing of the Financial Plaza, inoperable vehicles shall not be stored on site. (PL/B, *PL-21*)
53. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, *PL-23*)
54. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-24*)

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55. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-25*)
56. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-34*)
57. Developer shall construct a six foot high solid decorative masonry wall along the south property line. Said wall shall match the existing wall that is located adjacent to the parking structure to the west in all aspects, including but not limited to wall color, materials, designs and type of construction.

PLANNING SPECIAL CONDITIONS

58. Developer shall comply with the mitigation measures identified within the attached Mitigation Monitoring and Reporting Program.
59. Developer shall pay \$80,000 to the City Engineering Division to reimburse the City for funds matched for the construction of the Snow Avenue sound wall.
60. Developer shall comply with the City's Art in Public Places requirements. City approval of any art work shall occur prior to issuance of a building permit.
61. All parking structures shall be equipped with gates to restrict ingress and egress after 9:00 p.m.
62. Upon executed leases for 40% of the new 15-story tower, a building permit for the construction of the two-story parking structure shall be obtained. This 2-story parking structure must be completed and available for use upon 65% occupancy of the new 15-story tower.
63. In accordance with the preceeding condition, the applicant shall submit quarterly reports providing the percentage of leased office space.
64. Prior to issuance of the first building permit for the new tower, a reciprocal parking agreement shall be recorded between Parcels 1, 2, 3, 5 and 6 as identified on the attached map. The reciprocal parking agreement shall also specify that parking from the Radisson Hotel to the south (parcel 4) shall be permitted on the subject parcels.

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65. Additional landscaping shall be installed on the portion of the parking structure facing St. Mary's Drive. The species and placement of the additional species shall be to the approval of the Parks Division.
66. Prior to issuance of the first certificate of occupancy, the applicant shall submit the proposed design of the covered walkway between the new office building and the new 4 story parking structure. Such design shall be reviewed and approved by the City's Development Advisory Committee (DAC).
67. Developer shall provide enhanced 101 Freeway right of way landscaping per Caltrans specifications from Vineyard Avenue to the easterly end of the residential area on the south side of the 101 Freeway for a distance of approximately 2,350 feet.
68. Traffic impact fees shall be paid in accordance with the Development Agreement between the City of Oxnard and the Developer.
69. Developer, property owner and tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for this property.
70. Developer shall install bike racks per City standards in locations and approved by the Public Works Department and the Planning and Environmental Services Division.
71. The building owner and/or tenant shall provide free or subsidized transit passes to all employees who will use transit for commuting. Provision of these passes shall commence at such time as transit service is provided to the area. Notice of availability of the passes shall be made upon hiring and on a monthly basis thereafter.
72. Developer shall completely enclose with opaque or opaque louvered panels, the southerly portion of the existing parking structure along the southerly property line and the proposed parking structures (both 4-level parking structures, not the 2 level parking structure). The design of these panels shall be reviewed and approved by the City's Development Advisory Committee

SOLID WASTE MANAGEMENT STANDARD CONDITIONS

73. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall submit a "Solid Waste Management & Recycling Plan" to the City for review and approval. The plan

shall provide for at least 50% of the waste generated on the project be diverted from the landfill. Plans shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The plan shall be submitted to Planning & Environmental Services and Solid Waste Divisions and approved by the Solid Waste 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 attached Solid Waste Management & Recycling Plan form or a similar format.

74. Developer shall follow the 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 the Solid Waste Management & Recycling 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 Solid Waste Management & Recycling C&D Report form prior to issuance of a certificate of occupancy.
75. Developer shall arrange for materials collection during construction, demolition, and occupancy with either the City Solid Waste Reduction & Disposal Division or other City permitted hauling companies, or Developer shall arrange for self-hauling to an authorized facility.
76. If the project will generate waste on an ongoing basis during occupancy, Developer shall make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit an Occupancy Recycling Plan which shall include the following information: estimated quantities and materials to be generated, management method to be used to reduce landfill disposal; quantity, size and location of recycling and trash bins, destination of material including the names of haulers and facility locations. Developer shall use the attached Occupancy Recycling Plan form or a similar format. The Occupancy Plan form must be submitted and approved prior to issuance of a certificate of occupancy.

In addition, Developer shall submit an Occupancy Recycling Report annually to the Solid Waste Division on the anniversary date of the certificate of occupancy. The Report shall include the following information: material type recycled, reused, salvaged or disposed; quantities, management method, destination of

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material including hauler names and facility locations. Documentation must be included such as weight tickets or receipts regarding the above.

DEVELOPMENT SERVICES CONDITIONS

77. 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 the time the City issues building permits except as may be modified by the development agreement. (DS, DS-1)
78. Any parking lot structural section shall be designed by an engineer based on an analysis of the soils R-value and a Traffic Index 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 show the proposed structural section on the site improvement plans. (DS, DS-2)
79. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Before the City issues a grading permit, the plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS, DS-3)
80. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage 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, DS-4)
81. Developer shall protect building pads from inundation during a 100-year storm. (DS, DS-5)
82. Developer shall remove and replace all improvements that are damaged during construction. (DS, DS-6)
83. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS, DS-8)
84. Where a separate loop or terminal line is required for water mains, fire hydrants or fire sprinkler systems, Developer's site improvement plans shall include an on-site water plan. (DS, DS-11)
85. 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 and 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, DS-14)

86. A civil engineer licensed in the State of California 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. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until all improvement plans have been approved by the City Engineer. (DS, DS-15)
87. 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 subdivision map recordation or if there is no subdivision map, then at the time of public improvement plan approval. (DS, DS-17)
88. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, breezeways, parkways, landscaping, utilities, drainage facilities, and other improvements as required by the 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 the City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS, DS-19)
89. 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, DS-21)
90. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS, DS-22)
91. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS, DS-23)

92. Before 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 the 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, DS-24)
93. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by the City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, 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 the 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, DS-27)
94. Developer shall retain a Civil Engineer licensed in the State of California 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 the certified "as-built" plans is a condition of City's final acceptance of the project. (DS, DS-29)
95. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS, DS-30)
96. In order to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way, Developer shall construct required drainage facilities concurrently with the rough grading operations, or with prior approval of the City Engineer, provide interim drainage improvements on a temporary basis. (DS, DS-31)
97. 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, DS-34)

98. Before City issues site improvement permits, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS, DS-36)
99. Developer shall dispose of sewage and solid waste from the project by the City's wastewater and solid waste systems. (DS, DS-38) Developer shall install water mains, fire hydrants, and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS, DS-41)
100. Before the City issues building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS, DS-44)
101. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS, DS-45)
102. Before 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 the City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. 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. (FD, DS, DS-47)
103. Developer shall construct all proposed new public street and road improvements in conformance with the City Code and the City's 2020 General Plan. (DS, DS-48)
104. Developer shall dedicate and improve to City standards all proposed new public sidewalks, parkways, streets, alleys, and street appurtenances. (DS, DS-49)
105. Proposed new public street and road improvements shall conform to City standards and policies. (DS, DS-51)

106. Developer shall provide soils reports, "R" value tests, and compaction tests for all proposed new public street improvements. Determination of the actual structural sections shall be based on the City's design procedure, applying the appropriate traffic index specified in the City standards. (DS, DS-53)
107. 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, DS-59)
108. Developer shall be responsible for and bear the cost of the 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, DS-64)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

109. Before City issues a site improvement permit, Developer shall provide to the Development Services Division a disk containing digital copies of the final subdivision map, address map, and civil improvements drawings in DXF or DWG format. Prior to improvement bond release, Developer shall provide an updated disk containing all changes that occur during construction. (DS, DS-101)
110. Developer shall provide proof of issuance of an encroachment permit by Ventura County Flood Control District ("District") for all construction (including landscaping) within the District easement. (DS)
111. Developer shall comply with Ventura County Flood Control District ("District") standards for all facilities affected by the Project that are owned by or are to be dedicated to the District. Developer shall obtain the approval of the District on all improvement plans for such facilities. Approval shall be obtained for any alteration to the existing drainage patterns, drainage quantities or new connections that affect District facilities. (DS)
112. Developer shall provide both a sewer study and a water study prepared by a Registered Engineer that analyzes the impact of this development on the City's water and sewer facilities. The Developer shall mitigate all significant project impacts identified by the reports to the satisfaction of the Development Services Manager. (DS)
113. Developer shall comply with City ordinances in effect at the time of building permit issuance regarding placement of the existing overhead utilities underground south of the southerly property frontage. Prior to issuance of a site improvement permit, Developer shall post security satisfactory to the Finance

Director guaranteeing utility undergrounding to the extent undergrounding is required by City ordinance. (DS)

114. Developer shall relocate all existing public utilities that are under or near the proposed structures. Landowner shall provide the City with standard width City easements for relocated City facilities. Relocation shall be to the satisfaction of the Development Services Manager. (DS)
115. Developer shall merge underlying parcels or otherwise relocate existing parcel lines such that no structures shall be constructed on more than one lot. (DS)
116. Developer shall prepare a Pedestrian Master Plan for the entire Financial Plaza site. A Licensed Traffic Engineer shall prepare this master plan. The plan shall create disabled compliant pedestrian interconnections between buildings on the site in accordance with State law. To the extent possible, pedestrian facilities shall be separated from vehicular traffic by curbs or landscape areas. No permits shall be issued until the Public Works Director approves the Pedestrian Master Plan. The Pedestrian Master Plan shall be fully implemented prior to occupancy of the building. (DS)
117. Developer shall comply with all National Pollution Discharge Elimination System (NPDES) permit Best Management Practice (BMP) requirements in effect at the time of grading or building permit issuance. (DS)
118. All trash enclosures constructed as a part of this project shall comply with the requirements of the National Pollution Discharge Elimination System permit issued by the State to the City. Developer shall construct trash enclosures with a solid 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 be finished the trash enclosure to match the major design elements of the main structure. Finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning and Environmental Services Division. Location and configuration of trash enclosures shall be reviewed and approved by the Solid Waste Collection Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Solid Waste Collection Division. (DS)
119. Developer shall design parking lot and other drive areas to minimize degradation of stormwater quality. Using Best Management Practices (BMPs), such as oil and water separators, sand filters, landscaped areas for infiltration, basins or approved equals, Developer shall intercept and effectively prevent pollutants from discharging to the storm drain system. Developer shall provide stormwater

treatment for all areas of new construction as defined under the "Redevelopment" definition within the City's Storm Water Quality Urban Impact Mitigation Plan. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of a site improvement permit. (DS)

120. Using forms provided by the Development Services Division, Developer shall submit an NPDES Best Management Practices Implementation and Maintenance Program ("the Program") for the 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. Property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by the City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Program is approved by Development Services. (DS)
121. Developer shall clean on-site private 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. (DS)
122. Developer shall 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. (DS)
123. Before the City issues a certificate of occupancy, on-site storm drain inlets shall be labeled "Don't Dump - Drains to Ocean" in accordance with City standards. Before City issues a site improvement permit, the requirement to label storm drain inlets shall be shown on the civil engineering plans. (DS)
124. Before the City issues a grading permit or commencement of any clearing, grading or excavation, Developer shall provide the City Engineer with a copy of a letter from the California State Water Resources Control Board, Storm Water Permit Unit assigning a permit identification number to the Notice of Intent (NOI) submitted by Developer in accordance with the NPDES Construction General Permit (No. CAS000002): Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activities. Developer shall comply with all additional requirements of the General Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. Developer shall keep the

SWPPP updated to reflect current site conditions at all times and shall keep a copy of the SWPPP and the NOI on the site and make them available for City or designated representative to review upon request. (DS-86)

125. Developer shall prepare a Circulation Master Plan for the entire Financial Plaza site. A Licensed Traffic Engineer shall prepare this master plan. No permits shall be issued until the Public Works Director approves the Circulation Master Plan. The Circulation Master Plan shall be fully implemented prior to occupancy of the building. (TR)
126. Developer shall provide northbound dual right turn lanes from Oxnard Boulevard to Vineyard Avenue. (TR)
127. Developer shall widen the east and west legs of Esplanade Drive to provide four traffic lanes on each leg (two left lanes, one left/through lane and one right turn lane for eastbound; one left lane, one left/through lane and one through/right lane and one right turn lane for westbound Esplanade Drive. (TR)
128. Developer shall widen Vineyard Avenue to add a fourth northbound lane from approximately 500 feet south of Esplanade Drive to the Highway 101 northbound onramp and that the on-ramp to southbound Highway 101 from northbound Vineyard Avenue must be modified to accommodate two lanes turning from Vineyard Avenue. Said land for this widening shall be acquired from the property owner to the west. (TR)
129. Developer shall hire a registered traffic engineer approved by the City to develop a neighborhood traffic management plan after consultation with the neighborhood for the area between Gonzales Road and Route 101 and between Oxnard Boulevard and Almanor Street. After the City Council approves the plan, Developer shall sign contracts and pay \$60,000 (or less if the contract calls for less) for the installation of the recommended measures prior to issuance of building permits. City will credit the cost of the measures against the standard City traffic impact fee paid by Developer when obtaining building permits.

Tower III
July 18, 2002
PZ 01-5-42
Page 21 of 21

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of July, 2002 by the following vote:

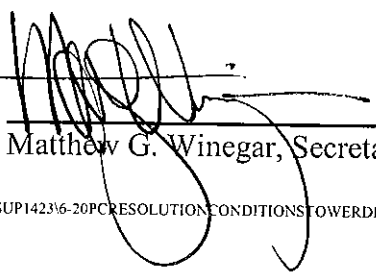
AYES: Commissioners: Clarke, Furr, Liporada, Navarro and
Chairman Duff

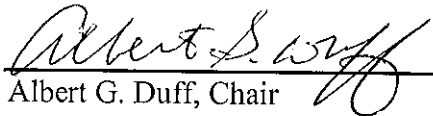
NOES: Commissioner: None

ABSTAIN: Commissioner: None

ABSENT: Commissioners: Burdullis and Castillo

ATTEST:


Matthew G. Winegar, Secretary


Albert G. Duff, Chair

G:\PLNG\KATHLEEN\SUP1423\6-20PC\RESOLUTION\CONDITIONS TOWER DRAFT1.DOC

**ATTACHMENT A TO SUP RESOLUTION
(ATTACHMENT H TO STAFF REPORT)**

**FINDINGS FOR ADOPTION OF THE ADDENDUM TO THE FINAL
ENVIRONMENTAL IMPACT REPORT**

jogging course as well as a tennis court. It should be noted that residential uses are located adjacent to the southern boundary of the Financial Plaza area.

Since the time the EIR for the Project was certified, minor changes in the project description have occurred, as well as changes in the environment in which the project would be developed. Specifically, the Project now proposes to develop the originally proposed parking structure as a 3-story, 4-level structure 26 feet above ground level and contain 708 parking spaces and 243 surface parking spaces for a total of 951 parking spaces. In addition, the Project plans a new parking structure that is situated east of the planned office tower, north of the Radisson Hotel and south of the 13-story City National Bank tower. This newly planned parking structure is planned as a 1-story, 2-level structure. It would be approximately 9 feet above ground level and would provide 177 spaces with an additional 62 surface parking spaces for a total of 239 spaces. At completion, parking area A and parking area B would provide a total of 1,190 parking spaces which would result in a total parking supply for the entire Financial Plaza of 2,817. Project construction would result in the permanent removal of 208 spaces. It should be noted that the applicant is seeking approval of administrative relief to allow approximately 181 parking spaces in Structure A be compact.

When a Final EIR has been certified for a project, CEQA provides for the update of the information in the certified EIR to address changes to a project or changes to the circumstances under which a project will occur. Section 15162 of the California Environmental Quality Act (CEQA) *Guidelines* provides that where the Lead Agency determines that neither project changes, changed circumstances, nor new information requires the preparation and circulation of a Subsequent or Supplemental EIR, the Lead Agency may prepare an Addendum to an EIR. An Addendum to a previously certified EIR may be prepared if changes or additions to the EIR are needed, but none of the conditions calling for a Subsequent EIR have occurred. CEQA *Guidelines* Section 15164 states that the purpose of an Addendum is to provide a method for making minor changes or additions to the information in a certified EIR. Circulation of an Addendum for public review is not required.

This Addendum to the certified Final EIR for the Tower III project has been prepared because: (1) no substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant impacts; (2) no substantial changes in circumstances under which the project is undertaken will occur which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (3) no new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures 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 proponents decline to adopt the mitigation measure or alternative; or, (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

the Addendum, a revised parking analysis was prepared. As a result of modifications to the project description, buildout of the Proposed Project would result in 2,817 parking spaces for the entire Financial Plaza. This total is 17 spaces above what is currently required based upon a parking study prepared for the project in September 2001 by Penfield and Smith. As a result, no significant parking impacts would occur.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with parking requirements.

4. Noise and Vibration

Vibration

Facts in Support of Findings

An evaluation of the Noise and Vibration issues associated with this project is found in Section 5.4 of the Certified EIR and page 20 of the Addendum. Pile driving activities, which would occur during Project construction, typically has the potential to generate significant vibration impacts at adjacent uses. A key factor in determining how far and how much the resulting vibration will affect adjacent uses is through determining soil types in the project vicinity. Soils in the vicinity of the Financial Plaza area are primarily made up of sands and sandy soils. These soil types are not very conducive to the transmission of ground vibration, as concluded in the Certified EIR. The numerical vibration ground acceleration rate attributable to the proposed pile driving activities would be 0.018 inches per second (in/sec), which is less than the safe limit of 0.2 in/sec for people within residences. No significant vibration impacts were identified as a result of the analysis prepared in the Certified EIR.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with vibration impacts during construction activity.

Vehicle Noise

Facts in Support of Findings

An evaluation of the Noise and Vibration issues associated with this project is found in Section 5.4 of the Certified EIR and page 20 of the Addendum. The Certified EIR concluded that no existing off-site roadway segment would have a 60 dB CNEL extending outside the roadway limits or a project-related noise level increase of 3 dB or greater. No cumulative significant project-related impacts were forecasted to occur at off-site locations in the Certified EIR. As concluded in the updated analysis prepared for the Addendum, not only would project related noise impacts be the same as that which was originally analyzed, but cumulative noise impacts would also be similar. No significant impacts would occur.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with operational noise.

4. Inactive graded and/or excavated areas shall be monitored at least weekly for dust stabilization. Soil stabilization methods, such as water and roll-compaction, and environmentally-safe dust control materials, shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area should be seeded and watered until grass growth is evident, or periodically treated with environmentally-safe dust suppressants, to prevent excessive fugitive dust.
5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.
6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust created by on-site activities and operations from being a nuisance or hazard, either off-site or on-site. The site superintendent/supervisor shall use his/her discretion in conjunction with the APCD in determining when winds are excessive.
7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.
8. Personnel involved in grading operations, including contractors and subcontractors, should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.

Valley Fever Mitigation Measures

9. Hire crews from local populations where possible, since it is more likely that they have been previously exposed to the fungus and are therefore immune.
10. Require crews to use respirators during project clearing, grading, and excavation operations in accordance with California Division of Occupational Safety and Health regulations.
11. Require that the cabs of grading and construction equipment be air-conditioned.
12. Require work crews to work upwind from excavation sites.
13. Pave construction roads.
14. Where acceptable to the fire department, control weed growth by mowing instead of disking, thereby leaving the ground undisturbed and with a mulch covering.
15. During rough grading and site development, the primary access roads into the Specific Plan Area from adjoining paved roadways should be treated with environmentally-safe dust control agents.

ROC and NOx Mitigation Measures

16. Minimize equipment idling time.
17. Maintain equipment engines in good condition and in proper tune as per manufactures' specifications.
18. Lengthen the construction period during smog season (May through October), to minimize the number of vehicles and equipment operating at the same time.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with electric demand as a result of construction and operation. The following mitigation measures are standard measures imposed on all projects to reduce total electrical demand.

Standard Public Services/Utilities Measures

1. Prior to the issuance of a building permit, project planners and architects shall consult with Southern California Edison regarding current energy conservation techniques and programs.
2. Prior to the issuance of a building permit, proposed building construction shall comply with Title 24, Part 6, Division T-20, Chapter 2 of the California Administrative Code, which is concerned with construction specifications for energy conservation.
3. Prior to the issuance of a building permit, project planners and architects shall consider the use of energy-efficient architecture and landscaping design concepts which will work to reduce the long-term demands for fossil fuels. Measures should include the following:
 - Architectural planning design, to the extent feasible, should take full advantage of concepts such as natural heating and/or cooling through sun and wind exposure and solar energy collection system opportunities.
 - Landscape design should be tailored, where feasible, to the use requirements of individual structures, with the intent to minimize heat gain in summer, maximize heat gain in winter, and promote air circulation for heat/cooling purposes.

Natural Gas**Facts in Support of Findings**

An evaluation of the Public Services and Utilities associated with this project is found in Section 5.6 of the Certified EIR and page 47 of the Addendum. Based on gas consumption factors, the project was calculated to generate approximately 7.2 million cubic feet per year (mcf/yr) while the cumulative demand was calculated at 478.8 mcf/yr. An updated Natural Gas analysis was prepared for the Addendum as a result of modifications to the project description. The Project would still develop the same amount of usable square footage within the planned office tower as originally proposed. Development and operation of the newly planned parking structure would not introduce a use that would consume noticeable amount of natural gas. As there is adequate capacity to provide gas service to the project, as well as cumulative projects, no significant impacts would occur.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with natural gas demand as a result of construction and operation.

7. Aesthetics/Light and Glare**Facts in Support of Findings**

An evaluation of the Public Services and Utilities associated with this project is found in Section 5.7 of the Certified EIR and page 52 of the Addendum. The Project Site is situated within the builtout Financial Tower Plaza which includes three other tall office towers. The

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with population as a result of construction and operation.

Housing

Facts in Support of Findings

An evaluation of the Socioeconomic/Housing Demand issues associated with this project is found in Section 5.8 of the Certified EIR and page 54 of the Addendum. Based on a worst-case population increase attributable to the Proposed Project, a total new housing demand of 2,629 would also occur. The anticipated supply of homes could accommodate a worst-case population growth attributable to the Proposed Project. Based on the updated analysis prepared for the Addendum, the newly planned parking structure would not increase the demand on housing within the City. No new project or cumulative significant impacts would occur.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

The Planning Commission of the City of Oxnard finds that development of uses allowed by the Proposed Project would not result in any significant impacts associated with housing as a result of construction and operation.

B. Environmental Effects Discussed in the EIR Which Can Be Avoided or Substantially Lessened to Less Than Significant Levels

1. Land Use (Privacy)

Facts in Support of Findings

An evaluation of the Land Use and Privacy issues associated with this project is found in Section 5.1 of the Certified EIR and page 8 of the Addendum. Residential areas located to the south were identified to be most sensitive to the project's land use impacts. Direct views from the proposed 15-story office tower and 4-level parking structure into the backyards of the adjacent residences were anticipated. The Proposed Project was identified to result in a significant impact by reducing the level of privacy available from the backyards of the single-family homes. As determined in the Addendum prepared for the Proposed Project, the newly planned parking structure would not change the privacy impacts resulting from the Project. With the implementation of the following mitigation measures, impacts would be less than significant.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1) and Section 15091 of the CEQA Guidelines, the City Planning Commission finds that the project's adherence to the following mitigation measure, which is incorporated into the project, will avoid or reduce impacts to noise to a less than significant level.

Findings

Pursuant to Public Resources Code 21081 (a) (1) and CEQA *Guidelines* Section 15091, the City Planning Commission finds that the project's adherence to the following mitigation measures, which are incorporated into the project, will avoid or reduce impacts to Transportation and Circulation to a less than significant level.

Mitigation Measures

1. Prior to issuance of a building permit, the project applicant shall pay traffic fees as established by the City of Oxnard to reduce cumulative roadway impacts.
2. The Proposed Project would be required to comply with all applicable regulations of Section 36-7.1.14.1 of the Oxnard City Code with regards to trip reduction measures.

4. Noise and Vibration**Facts in Support of Findings**

An evaluation of the Noise and Vibration issues associated with this project is found in Section 5.4 of the Certified EIR and page 20 of the Addendum. Construction activities associated with the Proposed Project would result in increased noise at the adjacent residential uses. Mitigation measures identified in the Certified EIR reduced these impacts to less than significant. Since the time the EIR was certified, the Project was modified. The Proposed Project now includes the development of a second parking structure that was analyzed in the Addendum. Development of the newly proposed parking structure would increase the amount of time required to complete construction activities. The newly planned parking structure is situated in between the existing Financial Plaza buildings. These surrounding buildings would effectively shield the existing residents from any noticeable increase in construction noise over that which was analyzed in the Certified EIR. Impacts were less than significant with the implementation of the recommended mitigation measures.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1) and CEQA *Guidelines* Section 15091, the City Planning Commission finds that the project's adherence to the following mitigation measures, which are intended to address construction noise and are incorporated into the project, will avoid or reduce impacts to a less than significant level.

Mitigation Measures

1. Construction activities shall be limited to between 7 A.M. and 7 P.M. Monday through Friday.
2. Properly muffled construction equipment and trucks shall be used.
3. Portable noise barriers with height of 5 feet shall be used to encompass all pile driving activities.

result of changes in the project description. Development of the newly proposed parking structure would not increase calls for service to the OPD. No additional demand, above that identified in the Certified EIR would be placed on the OPD as a result of the Project. Impacts would be less than significant with implementation of the following mitigation measures.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1), and CEQA *Guidelines* Section 15091, the Planning Commission finds that the project's adherence to the following mitigation measures from the EIR, which are incorporated into the project, will avoid or reduce Police impacts to a less than significant level.

Mitigation Measures

1. Prior to the issuance of a building permit, the project applicant shall coordinate with the Crime Analysis Coordinator of the City's Police Department for recommendations on crime prevention through project design.
2. Prior to issuance of a building permit, the project applicant shall orient structures and lighting to provide good visibility to grounds and entranceways.
3. Prior to issuance of certificate of occupancy, the project applicant shall implement a private security system and/or patrols as part of the project.
4. During project construction, the project applicant shall implement fencing and security measures that are approved by the City of Oxnard Police Department.

Fire Service

Facts in Support of Findings

An evaluation of the Fire Services associated with this project is found in Section 5.6 of the Certified EIR and page 34 of the Addendum. With regards to Fire Services, the Certified EIR concluded that the Project would incrementally increase the demand on inspection, medical and fire suppression services. Given that the Oxnard Fire Department (OFD) was understaffed at the time the Certified EIR was prepared with regards to inspectors, the short-term needs of the project for OFD personnel was considered a short-term significant impact. With regards to long-term fire protection service, the OFD indicated its ability to provide services to the project area with existing staff and equipment. An updated analysis was prepared for the Addendum as a result of changes in the project description. Development of the newly proposed parking structure would not increase calls for service to the OFD. No additional demand, above that identified in the Certified EIR would be placed on the OFD as a result of the Project. Impacts would be less than significant with implementation of the following mitigation measures.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1), and CEQA *Guidelines* Section 15091, the Planning Commission finds that the project's adherence to the following mitigation measures from the EIR, which are incorporated into the project, will avoid or reduce fire service impacts to a less than significant level.

Wastewater

Facts in Support of Findings

An evaluation of the Wastewater issues associated with this project is found in Section 5.6 of the Certified EIR and page 38 of the Addendum. The Project was expected to generate approximately 0.06 million gallons per day (mgd) of wastewater. Although the 24-inch trunk line could accommodate the additional wastewater, the increased flow may occasionally create a surcharging condition downstream. Given the capacity available at the Oxnard Wastewater Treatment Plant (OWTP), no significant impacts were identified with regards to treatment capacity. An updated analysis was prepared for the Addendum as a result of modifications to the project description. The Project would still develop the same amount of usable space as analyzed in the Certified EIR. Although the Project would develop the new parking structure, this would not increase the amount of wastewater generated from the Project Site. Through the following mitigation measure, wastewater conveyance impacts would be less than significant.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1), and CEQA *Guidelines* Section 15091, the Planning Commission finds that the project's adherence to the following mitigation measures from the EIR, which are incorporated into the project, will avoid or reduce the wastewater impacts to a less than significant level.

Mitigation Measures

1. The developer shall evaluate the potential impact of the 24-inch sewer line at the Richmond/Fifth Street intersection. The existing sewer lines shall be upgraded if determined necessary by the City of Oxnard Public Works Department. If an upgrade is necessary, the project applicant shall pay its fair share toward the improvements to be determined by the Oxnard Public Works Department.

Water

Facts in Support of Findings

An evaluation of water issues associated with this project is found in Section 5.6 of the Certified EIR and page 41 of the Addendum. The proposed project was calculated to consume approximately 0.11 mgd. At the time the Certified EIR was prepared, the City Water Division indicated that there was available capacity in the waterlines to serve the project, however the pressure in the water lines would be inadequate for domestic and fire requirements of the project. Based on communication with the City water Division, adequate supplies existed to provide the anticipated 2.34 mgd that would be required for the cumulative analysis prepared for the project. An updated water analysis was prepared for the Addendum as a result of modifications to the project description. The project would consist of the same square footage of commercial building space as originally proposed, and as such, there would be no change in the volume of water required by the project. Through incorporation of the recommended mitigation measures, water impacts would be less than significant.

Additional facts to support the findings below are found in the record of proceedings for the project.

2. The project applicant shall provide the Oxnard Public Works Department funds for the City drainage improvement program (i.e., Stroube storm drain). These funds would be determined by the Oxnard Public Works Department.
3. During construction, the proposed parking structure shall be waterproofed and designed with a drainage pump.

Solid Waste

Facts in Support of Findings

An evaluation of the solid waste services associated with this project is found in Section 5.6 of the Certified EIR and page 48 of the Addendum. The Certified EIR calculated that the Proposed Project, without any waste diversion programs in place, would generate approximately 402-tons of solid waste per year. The project would also contribute incrementally to the cumulative waste generated from the City. An updated Solid Waste analysis was prepared for the Addendum as a result of modifications to the project description. The project would not generate additional amounts of solid waste above that originally forecasted in the Certified EIR. With the availability of new landfills that would accept waste and a waste diversion rate greater than 50 percent, impacts are less than significant with the following mitigation measures.

Additional facts to support the findings below are found in the record of proceedings for the project.

Findings

Pursuant to Public Resources Code 21081 (a) (1), and CEQA *Guidelines* Section 15091, the Planning Commission finds that the project's adherence to the following mitigation measures from the EIR, which are incorporated into the project, will avoid or reduce the solid waste impacts to a less than significant level.

Mitigation Measures

1. Prior to the issuance of occupancy permits, the site plan shall provide the convenient provision of containers that allow for the separation of materials to facilitate recycling.
2. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall submit a "Solid Waste Management and Recycling Plan" to the city for review and approval. The plan shall provide for at least 50 percent of the waste generated on the project be diverted from the landfill. Plans shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The plan shall be submitted to Planning and Environmental Services and Solid Waste Divisions and approved by the Solid Waste 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 hauler name and facility location.
3. Developer shall follow the 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 of the proposed project. After completion of demolition and/or construction, Developer shall complete the Solid Waste Management and Recycling report and provide legible copies of weight tickets, receipts or invoices for materials to be 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,

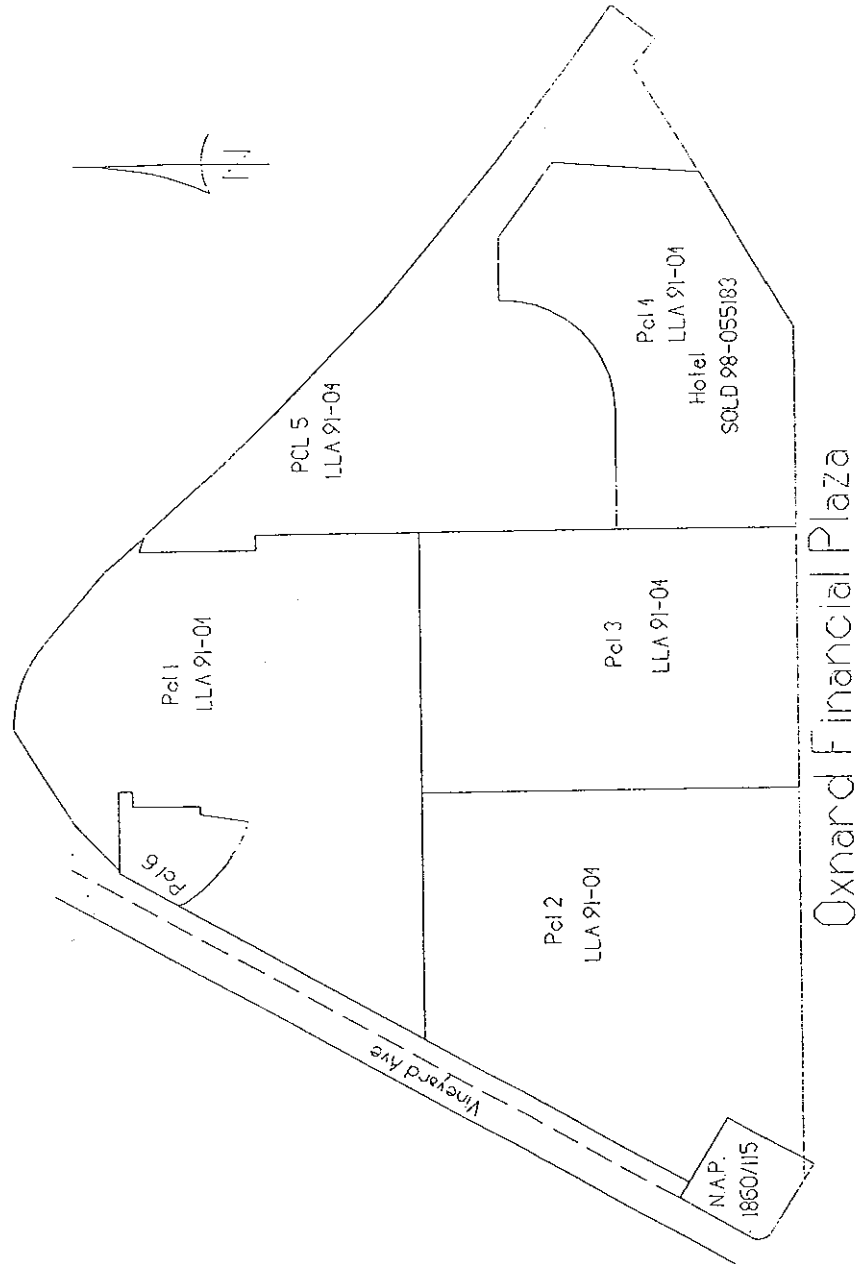
3. Prior to the issuance of a certificate of occupancy, the project applicant shall shield lighting on the parking structure toward the ground.

8. Socioeconomics/Housing Demand

No significant environmental effects associated with Socioeconomic/Housing Demand would occur.

C. Environmental Effects of the Project Which are Considered Unavoidable Significant Impacts

No unavoidable significant environmental effects associated with the Proposed Project would occur.



077

Attachment B to
Sup Resolution

Scale: 1" = 200'

ATTACHMENT #3

Final Addendum No. 2017-01

Financial Plaza Tower III Project

Addendum to the Financial Plaza Tower III Final Environmental Impact Report No. 89-4

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Appendix	CalEEMod and N ₂ O Emissions Calculations
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INTRODUCTION

This document is an Addendum to the Final Environmental Impact Report (Final EIR) for the Financial Plaza Tower III Project (State Clearinghouse No. 1990010238). The City of Oxnard, as the lead agency under the California Environmental Quality Act (CEQA), prepared a Final Environmental Impact Report ([FEIR]; hereafter referred to as the “1992 FEIR”) to evaluate the potential environmental impacts associated with the implementation of the Financial Plaza Tower III Project (“Original Project”; City EIR No. 89-4). The Planning Commission certified the FEIR on September 17, 1992. The Financial Plaza Tower III Project was approved by the Planning Commission in December 1992 (Special Use Permit [SUP] No. 1423) for a 15-story (approximately 218 feet) commercial office building totaling 309,429 square feet (sf) and one six-level parking structure (Building A). In March of 1997, the City Council reapproved the SUP and granted a one time only three year extension of the SUP; this extended the SUP approval until February 2000.

In July 2002, the Planning Commission approved Resolution No. 2002-59 (PZ 01-5-42) for an SUP to construct the Original Project with an additional two-level parking structure (“Modified Project”) and an Addendum to the 1992 FEIR (hereafter referred to as the “2002 Addendum”). The Planning Commission also approved Resolution No. 2002-60, and recommended City Council approval of Development Agreement (DA) 02-670-01 between the City and the Project proponent (Deusenberg Investment Company) to extend the life of the SUP for 15 years.

On September 10, 2002, the City Council approved Resolution No. 12,232 upholding the Planning Commission’s approval of the SUP for the Modified Project and the 2002 Addendum. On September 17, 2002 the City Council adopted Ordinance No. 2606 approving the Development Agreement, which became effective on October 17, 2002 and remains in effect until October 17, 2017.

The project proponent is now seeking an Amendment to DA 02-670-01 to extend the SUP (PZ 01-5-42). The currently Proposed Project is identical to the Modified Project approved in 2002; no changes are proposed. For simplicity, the Project proposed under this Addendum will be referred to as the “Proposed Project”. Table 1 below summarizes the Financial Plaza Tower III Project changes between the 1992 EIR, 2002 Addendum, and the 2017 Addendum.

The purpose of this Addendum is to address whether the Proposed Project would result in any impacts beyond those identified in the previous EIR or Addendum. This Addendum includes a description of the currently Proposed Project and a comparison of the impacts of the Proposed Project to the impacts identified in the 1992 FEIR and 2002 Addendum. Additional impact analysis of issue areas not initially covered in the 1992 FEIR and 2002 Addendum are also included. All mitigations recommended in the 1992 FEIR and 2002 Addendum apply to the Proposed Project.



Table 1
Financial Plaza Tower III Project Summary

Project Features	1992 FEIR	2002 Addendum	2017 Addendum
Office Tower			
Height (FT)		218	
Stories		15	
Square-Feet		309,429	
FAR		0.93*	
Parking Structure A			
Levels	6		4
Stories	4		3
Parking Spaces	1,130		951
Parking Structure B			
Levels	N/A		2
Stories	N/A		1
Parking Spaces	N/A		239
Existing Parking	2,518		2,366
Parking removed by Proposed Project	300		739
Total Parking	3,348		2,817

Notes: EIR = Environmental Impact Report, FT = Feet, FAR = Floor Area Ratio, N/A = Not Applicable

* In February 1993, the City Council granted a General Plan Amendment (GPA) on the subject site to permit a maximum FAR of 0.93 for the financial complex.

ADDENDUM APPLICABILITY

According to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines, an addendum to a previously approved EIR is the appropriate environmental document in instances if “some changes or additions are necessary” and when the new information does not involve new significant environmental effects beyond those identified in a certified EIR. No changes or revisions to the Financial Plaza Tower III Project (as approved in the 1992 FEIR and modified in 2002 Addendum) are proposed; no substantial changes in circumstances under which the Project was originally approved have occurred; and no new information of substantial importance has become available since the time that the previous FEIR and Addendum were completed. As discussed below, the Proposed Project would have no new or increased severity in significant environmental effects of the impacts identified in the 1992 FEIR, and all mitigations recommended in the 1992 FEIR and 2002 Addendum would apply to the Proposed Project. As such, an addendum is the appropriate environmental document under CEQA. Circulation of an Addendum for public review is not required.

PROJECT DESCRIPTION

The regional location of Oxnard is shown in Figure 1, while the local vicinity is illustrated in Figure 2. The Financial Plaza Tower III Project is proposed for development within the Financial Plaza office complex in the northern portion of Oxnard adjacent to the Ventura Freeway (U.S. 101). Figure 3 shows the site plan for the Original Project and Figure 4 shows the Modified Project as approved in 2002, and proposed for this Addendum.



Figure 1 Regional Location



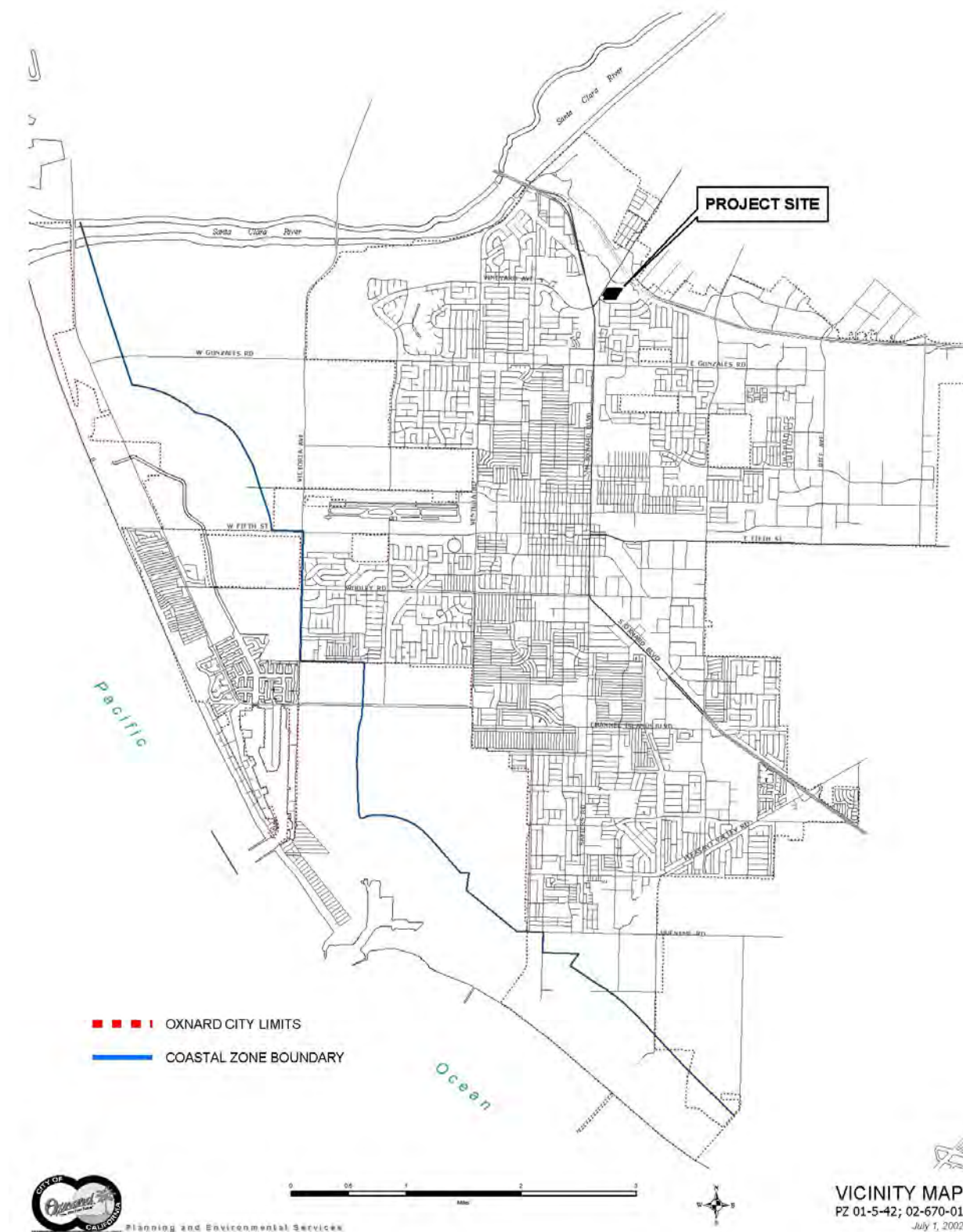
★ Project Location



Fig. 1 Regional Location

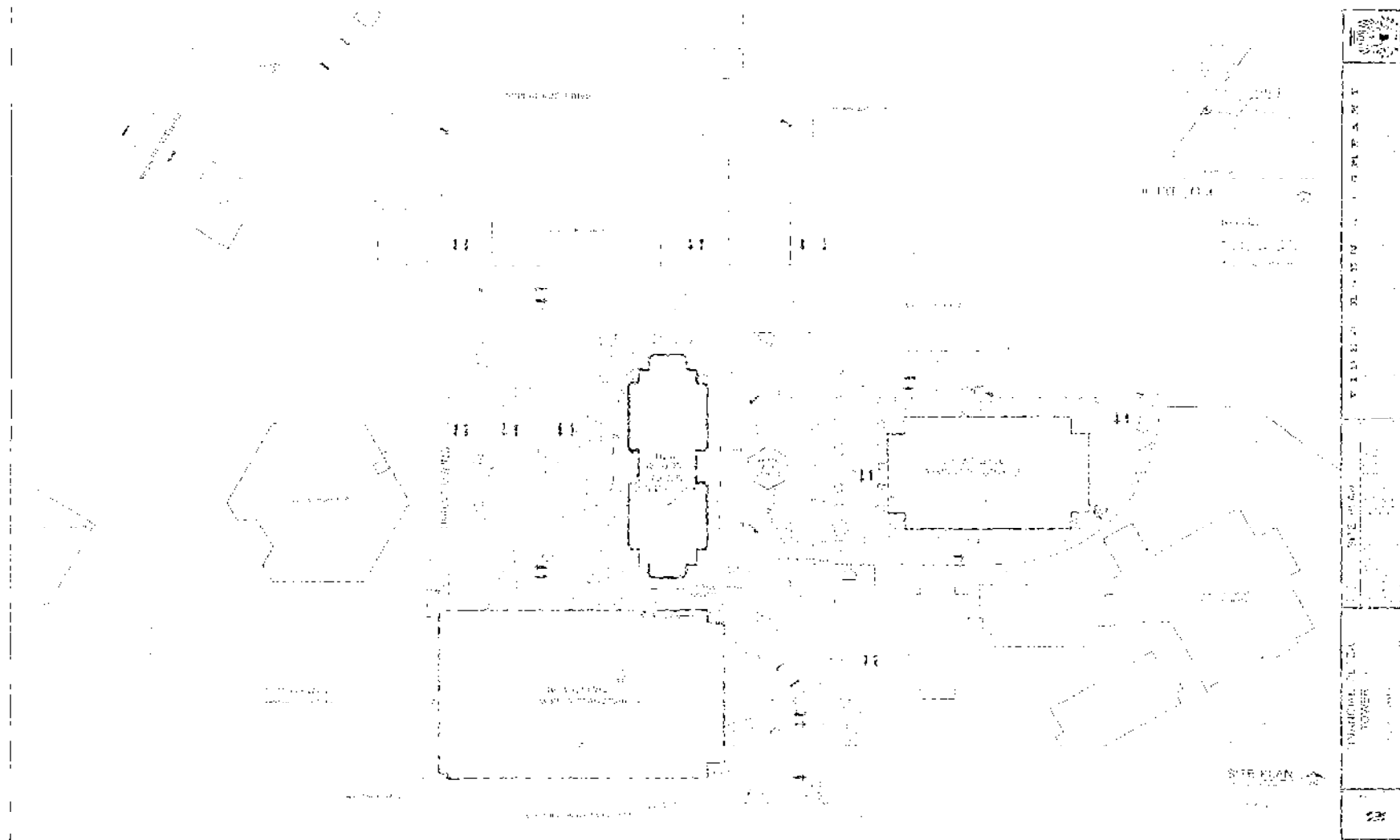


Figure 2 Project Vicinity



[illegible]

Figure 4 Modified Project Site Plan (2002 and Proposed)



The Financial Plaza is a high rise financial office campus. The existing 21-story and 13-story office towers are the two most prominent features on the campus and are highly visibly throughout the local vicinity. Other buildings in the Financial Plaza include a six-story hotel, and four one- and two-story office buildings. Parking for the Financial Plaza is provided in a four-level parking structure and surface lots throughout the area. There are currently 2,366 parking spaces, which is below the City's parking requirement for the existing uses. The area planned for development of the new 15-story tower and two parking structures is currently occupied by surface parking for the 21-story tower and a one-acre park site with a jogging course and a tennis court. It should be noted that residential uses are located adjacent to the southern boundary of the Financial Plaza area.

The proposed 15-story office tower is located at the center of the Financial Plaza, surrounded by the existing buildings and would include approximately 309,429 sf of office space. The applicant's objectives for the Project include:

- *Providing office space within the Financial Plaza to enhance the northern portion of the City of Oxnard as a regional financial, professional, and administrative center for Ventura County;*
- *Providing office space within the City of Oxnard that has easy access to the Ventura Freeway;*
- *Providing economic benefits to the City of Oxnard.*
- *Address a current parking deficiency for existing uses on site.*

The Financial Plaza Tower III Project, as shown in Figure 4 as the Modified Project, would include the development of the originally proposed 15-story office tower and two parking structures (Structure A and Structure B). Structure A is situated in the same location as originally approved in the certified 1992 FEIR. However, Structure A was originally planned as four stories tall with six levels of parking. Per the Modified Project studied in the 2002 Addendum, Structure A is now planned as a three-story, four-level structure that would be 26 feet above ground level with 708 parking spaces. The Modified Project also included 243 surface parking spaces, bringing the total to 951 parking spaces. To address the parking deficiency in the Financial Plaza, the Modified 2002 Financial Plaza Tower III Project plans included an additional parking structure (Structure B). Structure B is situated east of the planned office tower, north of the Radisson Hotel and south of the 13-story City National Bank tower. Structure B is planned as a one-story, two-level parking structure. It would be approximately nine feet high above ground level and would provide 177 parking spaces with an additional 62 surface parking spaces for a total of 239 parking spaces. At completion, parking Structure A and parking Structure B would provide a total of 1,190 parking spaces. However, Project construction would result in the permanent removal of 739 parking spaces, providing a net parking supply for the Financial Plaza of 2,817 parking spaces. The applicant was granted an SUP in 2002 that provided administrative relief to allow 181 of the parking spaces in Structure A to be compact.

ENVIRONMENTAL IMPACTS

This section addresses each of the environmental issues studied in the 1992 FEIR, comparing the effects of the Proposed Project modification to the effects of the approved Financial Plaza Tower III Project plans that were the subjects of the 1992 FEIR and 2002 Addendum. Additional

environmental issues not previously studied in the 1992 FEIR or 2002 Addendum are also included, such as Greenhouse Gas Emissions/Climate Change and Tribal/Cultural Resources.

Aesthetics/Light and Glare

The aesthetic impacts of the Proposed Project would be the same as those described in the 1992 FEIR and 2002 Addendum. The 1992 EIR and 2002 Addendum addressed both on- and off-site visual impacts. At the time the FEIR and Addendum were prepared, the Financial Tower Plaza had essentially been built out. The visual nature of the Financial Plaza consists of tall office towers that constitute an urban financial center. Existing uses within the planned Project site included surface parking and a one-acre park with a tennis and jogging track. Due to the land use configuration of the Financial Plaza, views of the Project site are not easily observed. The overwhelming presence of the adjacent towers tends to attract attention away from the Project site when viewed from off-site. Because the Proposed Project would be similar to the existing adjacent office towers in the Financial Plaza, aesthetic impacts regarding on-site impacts were less than significant.

View impacts resulting from the Project from off-site locations were also addressed in the 1992 FEIR and 2002 Addendum. Five viewing locations were selected to represent post development views from off-site locations. Given the relatively flat terrain on and surrounding the Project site, views of the office tower are noticeable from all view locations. However, it was noted that the Financial Plaza was already highly visible from surrounding areas given the existing office towers. As concluded in the 1992 FEIR and 2002 Addendum, the Project would not introduce a significant negative aesthetic effect on the surrounding areas because it would be consistent with the visual nature of the existing Financial Plaza.

Light and glare impacts associated with the Proposed Project are also addressed because the office tower and parking structures would introduce new light and glare sources. Given the proximity of the residences located south of the site, light and glare impacts were considered potentially significant, while the increase in light and glare was not anticipated to negatively affect motorists along U.S. Highway 101 and Vineyard Avenue. Based on the analysis prepared in the 1992 FEIR, mitigation measures required of the Original Project would reduce any light and glare impacts to less than significant. Therefore, with incorporation of the mitigation measures previously required, the Proposed Project would have no new or substantially greater aesthetic impacts beyond those identified in the 1992 FEIR and 2002 Addendum.

Mitigation Measures from the 1992 FEIR

1. *Prior to the issuance of a building permit, the Project applicant shall plant trees along the southern boundary of the Financial Plaza, consistent with the mitigation proposed in the Land Use discussion.*
2. *Prior to the issuance of a building permit, the Project applicant shall incorporate non-reflective materials on the south facing side of the proposed structures.*
3. *Prior to the issuance of a certificate of occupancy, the Project applicant shall shield lighting on the parking structure toward the ground.*

Air Quality

The incremental air quality impacts of the Proposed Project would be identical to those described in the 1992 FEIR and 2002 Addendum. Air quality impact analysis includes short-term construction-related emissions and longer-term, operational emissions.

Construction-Related Emissions

Short-term air quality impacts are divided into two categories: construction equipment exhaust emissions and fugitive dust generation. During construction activities, onsite stationary sources, heavy-duty construction vehicles, construction worker vehicles, and energy usage would generate high amounts of exhaust emissions. These emissions occur both on- and off-site, and vary substantially depending on the planned activities for the day. The Ventura County Air Pollution Control District (VCAPCD) adopted new air quality assessment guidelines in October 2003, which contain updated regulatory information and standard construction-related mitigation measures to be incorporated into new development projects. As stated in the 1992 FEIR, the VCAPCD identifies exhaust emissions during construction activities as adverse and requires mitigation measures to help reduce these emissions to the greatest extent feasible; however, as mitigation is required, VCAPCD does not identify construction-related exhaust emissions as significant.

The Proposed Project involves development of the originally planned uses as described in the 1992 FEIR, as well as a new two-level parking structure, as described in the 2002 Addendum. Construction methods would be unchanged; however, overall air pollutant emissions associated with construction activities would increase because the timeline of the construction would be increased, as described in the 2002 Addendum. With implementation of the mitigation measures required by the VCAPCD, construction-related air quality impacts would be less than significant. No new or substantially greater short-term air quality impacts would occur as a result of the Proposed Project.

Operational-Related Emissions

Long-term air quality impacts associated with the Proposed Project would be based on vehicular emissions resulting from trips generated from the proposed land uses. Vehicular emissions of Reactive Organic Compounds (ROC), Nitrogen Oxide (NO_x), and Carbon Monoxide (CO) would either stay at the same level or be reduced by lower emission rates required from newer vehicles. The 1992 FEIR concludes that the Original Project would not measurably increase CO concentrations at the nearest monitoring stations, nor would it expose sensitive receptors to substantial CO levels. Given that traffic improvements have occurred throughout the circulation network of the vicinity since the 2002 Addendum, and that emission rates from newer vehicles are more restrictive, CO emission resulting from trips generated by the Proposed Project would not increase CO levels above those forecasted in the 1992 FEIR or 2002 Addendum. No new or substantially greater CO impacts would occur.

According to the VCAPCD, any project that generates more than 25 pounds per day (lbs/day) of either ROC or NO_x would contribute cumulatively to the degradation of local air quality. In the 1992 FEIR, the Original Project was forecasted to exceed the established operation threshold for the two pollutants prior to implementation of mitigation measures (51.7 lbs/day of ROC and 79.8 lbs/day of NO_x). The mitigation measures in the 1992 FEIR reduce the emissions by 3.1 lbs/day of ROC and 9.6 lbs/day of NO_x. To mitigate the remaining emissions over the thresholds, the Original Project was required to fund off-site TDM activities that would reduce



non-Project-generated-trips and vehicle miles traveled throughout the City and County (totaling \$109,005.97, based on a Project completion date of 1996). With implementation of applicable mitigation measures from the 1992 FEIR, the impacts were found to be less than significant.

In the 2002 Addendum, updated air quality modeling calculated that the Modified Project would generate 32.73 lbs/day of ROC and 60.65 lbs/day of NO_x. The applicable mitigation measures, as described in the 1992 FEIR were incorporated into the model, and emissions were reduced by 0.62 lbs/day of ROC and 1.39 lbs/day of NO_x. As described above, the 1992 FEIR required the Project applicant to prepare and implement a TDM program. The Findings of Fact adopted by the City revised the requirement, and the leasing office of the applicant is obligated to incorporate the Proposed Project and the remaining uses within Financial Plaza into one TDM program prior to the occupancy of the proposed office tower. In addition, the Project proponent would still be required to contribute fees to the City in order to fund off-site TDM activities (totaling \$302,745, based on a completion date of 2003). Therefore, as described in the 2002 Addendum, through incorporation of applicable mitigation measures from the 1992 FEIR, no new or substantially greater impacts would occur.

The TDM funding total has since been recalculated to reflect inflation since 2002. The total TDM funding required from the Project applicant is \$291,192. Please note that the funding total has decreased from the 2002 TDM funding calculation due to the lower than anticipated inflation rate when compared to what was assumed in the 2002 Addendum. The final amount will be recalculated when the applicant submits building permit applications. The equation used to calculate this total is shown in Table 2 on the following page:

Table 2
Calculation of Off-Site TDM Fund Contribution

$TC_{(ROC \text{ or } NO_x)} = EE_{(ROC \text{ or } NO_x)} \times UC_{(ROC \text{ or } NO_x)} \times D \times 3$		Proposed Project
$34.26 \times \$11.33262 \times 250 \times 3 = \mathbf{\$291,191.67}$		
$TC_{(ROC \text{ or } NO_x)}$	Total cost for TDM fund mitigation program	
$EE_{(ROC \text{ or } NO_x)}$	Excess emissions; pounds per day of ROC or NO_x over the applicable significance threshold	34.26
$UC_{(ROC \text{ or } NO_x)}$	Unit cost per lb. of ROC or NO_x reduced	11.33262
ROC Price	\$5.18 (for projects completed in 2000) ^{1, 3}	
NO_x Price	\$7.54 (for projects completed in 2000) ^{1, 3}	
D	Days of operation per year	250 (based on 1992 FEIR and 2002 Addendum)
Excess Emissions Calculation		Inflation Calculation
Emissions (lbs/day) ²		\$7.54 x 1.503 = 11.33262
	<u>ROC</u>	<u>NO_x</u>
Proposed Project Emissions	32.73	60.65
Mitigation Measure Reductions	- 0.62	- 1.39
Remaining Emissions After Mitigation Credit	32.11	59.26
Less Than Significant Threshold	- 25.00	- 25.00
Excess Emissions ($EE_{(ROC \text{ or } NO_x)}$)	7.11	34.26

¹The unit cost for ROC and NO_x amounts are based on the cost-effectiveness of ridesharing programs as calculated using the 2000 - 2001 fiscal year budget for Southern California Rideshare's Ventura Office, the expected number of rideshare arrangements that SCR expected to form in Ventura County during 2000 -2001, a Ventura County-specific light-duty vehicle fleet, and home-work commute trip emissions estimated by URBEMIS7G. The TDM funding unit cost (ROC or NO_x) should be indexed to inflation for development projects that will be completed in future years. The recommended inflation factor can be calculated by dividing the most recent January Consumer Price Index (CPI) (All Urban Consumers (All Items 1982-84 = 100)) value for the Los Angeles-Riverside-Orange County, California region by the January 2000 CPI index value, which was 167.9. Consumer Price Index information is developed by the U. S. Department of Labor Statistics and can be found on their web site at <http://stats.bls.gov/>. The CPI information also can be found at the Department of Industrial Relations web site located at <http://www.dir.ca.gov/dlsr/PresentCCPI.html#Bookmark1>.

²The amount calculated is based on only the higher of the two costs, since funding will result in mitigation programs that reduce both pollutants.

³Inflation pricing is based on the All Urban Customers Consumer Price Index for January 2017 of 252.373, divided by the year 2000 value of 167.9, which equates to 1.503.

Source: Ventura County Air Pollution Control District 2003, United States Bureau of Labor Statistics (BLS) 2017.

With this TDM funding update and incorporation of applicable mitigation measures from the 1992 FEIR and 2002 Addendum, no new or substantially greater impacts would occur.

The Proposed Project must also conform to population forecasts in the Ventura County Air Quality Management Plan (VCAQMP). At the time the 1992 FEIR was prepared, the Original Project was found to be consistent with the 1995 VCAQMP, as the City was well within the population forecasts. The 2002 Addendum also conformed to the 1995 VCAQMP. Since 2002, the VCAPCD updated the VCAQMP in 2016. The 2016 VCAQMP projected a Year 2035 population of 236,300 for the City of Oxnard, based on Southern California Association of Governments (SCAG) forecasting (VCAPCD 2017, SCAG 2016). As of January 2017, Oxnard had an estimated population of 207,772 people, which is within the population projection contained in the VCAQMP (Department of Finance [DOF] 2017). Because the Proposed Project would remain consistent with the VCAQMP, no new or substantially greater impacts would occur.



Mitigation Measures

The VCAPCD does not consider normal construction-related air quality impacts to be significant. However, the VCAPCD recommends mitigation measures to reduce emissions generated by construction activities. As described in the 2002 Addendum, the following are recommended mitigation measures for construction-related air quality impacts. Please note that the TDM funding mitigation measure, based on air quality modeling from the 2002 Addendum, has been updated, based on inflation pricing.

Construction-Related Impacts

Fugitive Dust

1. *The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.*
2. *Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavation operations. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.*
3. *Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:*
 - *All trucks shall be required to cover their loads as required by California Vehicle Code § 23114*
 - *All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site 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.*
4. *Inactive graded and/or excavated areas shall be monitored at least weekly for dust stabilization. Soil stabilization methods, such as water and roll-compaction, and environmentally-safe dust control materials, shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area should be seeded and watered until grass growth is evident, or periodically treated with environmentally-safe dust suppressants, to prevent excessive fugitive dust.*
5. *Signs shall be posted on-site limiting traffic to 15 miles per hour or less.*
6. *During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust created by on-site activities and operations from being a nuisance or hazard, either off-site or onsite. The site superintendent/supervisor shall use his/her discretion in conjunction with the VCAPCD in determining when winds are excessive.*
7. *Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.*
8. *Personnel involved in grading operations, including contractors and subcontractors, should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.*

Valley Fever Mitigation Measures

1. Hire crews from local populations where possible, since it is more likely that they have been previously exposed to the fungus and are therefore immune.
2. Require crews to use respirators during Project clearing, grading, and excavation operations in accordance with California Division of Occupational Safety and Health regulations.
3. Require that the cabs of grading and construction equipment be air-conditioned.
4. Require work crews to work upwind from excavation sites.
5. Pave construction roads.
6. Where acceptable to the fire department, control weed growth by mowing instead of disking, thereby leaving the ground undisturbed and with a mulch covering.
7. During rough grading and site development, the primary access roads into the Specific Plan Area from adjoining paved roadways should be treated with environmentally-safe dust control agents.

ROC and NO_x Mitigation Measures

1. Minimize equipment idling time.
2. Maintain equipment engines in good condition and in proper tune as per manufactures' specifications.
3. Lengthen the construction period during smog season (May through October), to minimize the number of vehicles and equipment operating at the same time.
4. Use alternatively fueled construction equipment, such as compressed natural gas (CNG), Liquefied natural gas (LNG), or electric, if feasible.

Operational Mitigation Measures

1. Based on the 2002 Addendum air quality modeling, prior to issuance of certificate of occupancy, the developer shall make a 3-year annualized contribution to an off-site TDM fund. Based on inflation since 2002, the contribution would be \$97,063.89 annually for 3 years, for a total of \$291,192 to offset the Project emissions. This total shall be adjusted for inflation based on the construction completion date.
2. Developer shall prepare a revised TDM plan for the entire Financial Plaza site. Said plan shall be prepared and submitted to the Public Works Director or designee for review and approval. Said plan shall be fully approved prior to the first occupancy of the building. Annual reports and revisions, if the goals are not met, shall be submitted to the Public Works Director or designee for review and approval.
3. The applicant shall work with the local transit district in planning improvements, such as bus shelters, benches, bus turn-out pockets, and lightened pedestrian access-ways, to encourage transit usage.



Cultural/Tribal Cultural Resources

The 1992 FEIR and 2002 Addendum do not include analysis of cultural resources or tribal cultural resources. Cultural Resources are defined as buildings, sites, structures, or objects that may have historical, architectural, archaeological, cultural, or scientific importance (City of Oxnard 2006).

The City of Oxnard 2030 General Plan Background Report describes two historical districts in the City: The Henry T. Oxnard National Historic District and the Leonard Ranch Historic District. The Henry T. Oxnard National Historic District is a residential neighborhood located west of the central business and commercial center (F and G Street from 219 North F to 5th Street and from 131 North G Street to 5th Street). The neighborhood is comprised of 137 mainly Bungalow and Craftsman-style homes along with Mediterranean/Spanish Revival styles (City of Oxnard 2006). The Leonard Ranch Historic District, located at 3779 W. Gonzales Road, consists of 3.45 acres of what remains of the original ranch building: the Ranch House, the Main Residence, and a Cook's Cabin. The Project site is located approximately 1.75 miles northeast from the Henry T. Oxnard Historic District and approximately 2.0 miles northeast from the Leonard Ranch Historic District.

The Oxnard 2030 General Plan Goals and Policies provide new development-related policies regarding cultural resources. These policies are summarized below (City of Oxnard 2011):

- Policy CD-11.3 Protect and Enhance Cultural Resources.** Ensure that new public and private investment protects and enhances Oxnard's existing cultural resources, traditional neighborhoods, and historic districts, to the extent feasible.
- Policy ER-11.1 Archaeological Resource Surveys.** Continue to require a qualified archaeologist to perform a cultural resources study prior to project approval. Inspection for surface evidence of archaeological deposits, and archaeological monitoring during grading should be required in areas where significant cultural resources have been identified or are expected to occur.
- Policy ER-11.2 Mitigating the Impact of New Development on Cultural Resources.** Ensure that alternatives are considered, including planning construction to avoid archeological sites, deeding archaeological sites into permanent conservation easements, and planning parks, greenspace, or other open space to incorporate archaeological sites in the event that development threatens significant archaeological resources.
- Policy ER-11.3 Development Applicants to Conduct Research.** Continue to require project applicants to have a qualified archaeologist conduct a record search at the South Central Coast Information Center located at California State University Fullerton and other appropriate historical repositories, conduct field surveys where appropriate, and prepare technical reports, where appropriate, meeting California Office of Historic Preservation Standards (Archaeological Resource Management Reports) prior to project approval.
- Policy ER-11.6 Identification of Archaeological Resources.** In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.



Policy ER-11.7 Native American Remains. Continue to comply with State laws relating to the disposition of Native American burials consistent with the CEQA Guidelines (Section 15064.5) if human remains of possible Native American origin are discovered during project construction.

The Project site was previously graded, so any intact cultural resources that may have been present were likely unearthed at that time. As such, the Proposed Project would not be expected to unearth any culturally-significant resources. In addition, required adherence to these policies would reduce any Project-related impacts to a less than significant level.

As of September 2016, the CEQA Guidelines have been updated to reflect new projects' review processes related to Tribal and Cultural Resources. Tribal Cultural Resources (TCRs) consider the value of a resource to tribal cultural traditions, heritages, and identities. If cultural resources are encountered during construction of the Proposed Project, policies ER-11.6 and ER-11.7 in the 2030 General Plan (discussed above) would apply, reducing potential impacts to a less than significant level.

Mitigation Measures

1. *If Tribal Cultural Resources are encountered during grading or construction of the Proposed Project, policies ER-11.6 and ER-11.7 in the 2030 General Plan shall apply. These policies include the following:*
 - ***Policy ER-11.6 Identification of Archaeological Resources.*** *In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.*
 - ***Policy ER-11.7 Native American Remains.*** *Continue to comply with State laws relating to the disposition of Native American burials consistent with the CEQA Guidelines (Section 15064.5) if human remains of possible Native American origin are discovered during project construction.*



Greenhouse Gas Emissions

The 1992 FEIR and 2002 Addendum do not discuss impacts related to greenhouse gas (GHG) emissions. Therefore, a discussion and analysis of the topic follows.

Climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period of time. The term "climate change" is often used interchangeably with the term "global warming," but "climate change" is preferred to "global warming" because it helps convey that there are other changes in addition to rising temperatures. The baseline against which these changes are measured originates in historical records identifying temperature changes that have occurred in the past, such as during previous ice ages. The global climate is continuously changing, as evidenced by repeated episodes of substantial warming and cooling documented in the geologic record. The rate of change has typically been incremental, with warming or cooling trends occurring over the course of thousands of years. The past 10,000 years have been marked by a period of incremental warming, as glaciers have steadily retreated across the globe. However, scientists have observed acceleration in the rate of warming during the past 150 years. Per the United Nations Intergovernmental Panel on Climate Change (IPCC 2014), the understanding of anthropogenic warming and cooling influences on climate has led to a high confidence (95 percent or greater chance) that the global average net effect of human activities has been the dominant cause of warming since the mid-20th century (IPCC 2014).

Gases that absorb and re-emit infrared radiation in the atmosphere are called greenhouse gases (GHGs). The gases that are widely seen as the principal contributors to human-induced climate change include carbon dioxide (CO₂), methane (CH₄), nitrous oxides (N₂O), fluorinated gases such as hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Water vapor is excluded from the list of GHGs because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

GHGs are emitted by both natural processes and human activities. Of these gases, CO₂ and CH₄ are emitted in the greatest quantities from human activities. Emissions of CO₂ are largely by-products of fossil fuel combustion, whereas CH₄ results from off-gassing associated with agricultural practices and landfills. Observations of CO₂ concentrations, globally-averaged temperature, and sea level rise are generally well within the range of the extent of the earlier IPCC projections. The recently observed increases in CH₄ and N₂O concentrations are smaller than those assumed in the scenarios in previous assessments. Each IPCC assessment has used new projections of future climate change that have become more detailed as the models have become more advanced.

Man-made GHGs, many of which have greater heat-absorption potential than CO₂, include fluorinated gases and sulfur hexafluoride (SF₆) (California Environmental Protection Agency [CalEPA] 2006). Different types of GHGs have varying global warming potentials (GWPs). The GWP of a GHG is the potential of a gas or aerosol to trap heat in the atmosphere over a specified timescale (generally, 100 years). Because GHGs absorb different amounts of heat, a common reference gas (CO₂) is used to relate the amount of heat absorbed to the amount of the gas emissions, referred to as "carbon dioxide equivalent" (CO₂e) and is the amount of a GHG emitted multiplied by its GWP. CO₂ has a 100-year GWP of one. By contrast, CH₄ has a GWP of 25, meaning its global warming effect is 25 times greater than CO₂ on a molecule per molecule basis (IPCC 2007).



The accumulation of GHGs in the atmosphere regulates the earth's temperature. Without the natural heat trapping effect of GHGs, Earth's surface would be about 34 degrees Celsius (C) cooler (CalEPA 2006). However, it is believed that emissions from human activities, particularly the consumption of fossil fuels for electricity production and transportation, have elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations.

Greenhouse Gas Emissions Inventory

Worldwide anthropogenic emissions of GHGs were approximately 46,000 million metric tons (MMT, or gigatonne) CO₂e in 2010 (IPCC 2014). CO₂ emissions from fossil fuel combustion and industrial processes contributed about 65 percent of total emissions in 2010. Of anthropogenic GHGs, carbon dioxide was the most abundant accounting for 76 percent of total 2010 emissions. Methane emissions accounted for 16 percent of the 2010 total, while nitrous oxide and fluorinated gases account for 6 and 2 percent respectively (IPCC 2014).

Total U.S. GHG emissions were 6,870.5 MMT CO₂e in 2014 (United States Environmental Protection Agency [U.S. EPA] 2016). Total U.S. emissions have increased by 7.4 percent since 1990; emissions increased by 1.0 percent from 2013 to 2014 (U.S. EPA 2016). The increase from 2013 to 2014 was due to relatively cool winter conditions, which led to an increase in fuels consumed for heating and cooling for the residential and commercial sectors. Additionally, transportation emissions increased as a result of a small increase in vehicle miles traveled (VMT) and fuel use across on-road transportation modes. There also was an increase in industrial production across multiple sectors resulting in slight increases in industrial sector emissions (U.S. EPA 2016). Since 1990, U.S. emissions have increased at an average annual rate of 0.3 percent. In 2014, the industrial and transportation end-use sectors accounted for 29.2 percent and 26.4 percent of CO₂ emissions (with electricity-related emissions distributed), respectively. Meanwhile, the residential and commercial end-use sectors accounted for 16.6 percent and 17.1 percent of CO₂ emissions, respectively (U.S. EPA 2016).

Based upon the California Air Resources Board (CARB) for 2000-2014, California produced 441.5 MMT CO₂e in 2014 (CARB 2016). The major source of GHG in California is transportation, contributing 37 percent of the state's total GHG emissions. Industrial sources are the second largest source of the state's GHG emissions, contributing 24 percent of the state's GHG emissions (CARB 2016). California emissions are due in part to its large size and large population compared to other states. However, a factor that reduces California's per capita fuel use and GHG emissions, as compared to other states, is its relatively mild climate. CARB has projected statewide unregulated GHG emissions for the year 2020 will be 509.4 MMT CO₂e (CARB 2016). These projections represent the emissions that would be expected to occur in the absence of any GHG reduction actions.

Local Regulations and CEQA Requirements

California Regulations

CARB is responsible for the coordination and oversight of State and local air pollution control programs in California. California has numerous regulations aimed at reducing the state's GHG emissions. These initiatives are summarized below.

Assembly Bill (AB) 1493 (2002), California's Advanced Clean Cars program (referred to as "Pavley"), requires CARB to develop and adopt regulations to achieve "the maximum feasible

and cost-effective reduction of GHG emissions from motor vehicles.” On June 30, 2009, U.S. EPA granted the waiver of Clean Air Act preemption to California for its GHG standards for motor vehicles beginning with the 2009 model year. Pavley I took effect for model years starting in 2009 to 2016 and Pavley II, which is now referred to as “LEV (Low Emission Vehicle) III GHG” will cover 2017 to 2025. Fleet average emission standards would reach 22 percent reduction from 2009 levels by 2012 and 30 percent by 2016. The Advanced Clean Cars program coordinates the goals of the Low Emissions Vehicles (LEV), Zero Emissions Vehicles (ZEV), and Clean Fuels Outlet programs and would provide major reductions in GHG emissions. By 2025, when the rules will be fully implemented, new automobiles will emit 34 percent fewer GHGs and 75 percent fewer smog-forming emissions from their model year 2016 levels (CARB 2011).

In 2005, the governor issued Executive Order (EO) S-3-05, establishing statewide GHG emissions reduction targets. EO S-3-05 provides that by 2010, emissions shall be reduced to 2000 levels; by 2020, emissions shall be reduced to 1990 levels; and by 2050, emissions shall be reduced to 80 percent below 1990 levels (CalEPA 2006). In response to EO S-3-05, CalEPA created the Climate Action Team (CAT), which in March 2006 published the Climate Action Team Report (the “2006 CAT Report”) (CalEPA 2006). The 2006 CAT Report identified a recommended list of strategies that the state could pursue to reduce GHG emissions. These are strategies that could be implemented by various state agencies to ensure that the emission reduction targets in EO S-3-05 are met and can be met with existing authority of the state agencies. The strategies include the reduction of passenger and light duty truck emissions, the reduction of idling times for diesel trucks, an overhaul of shipping technology/infrastructure, increased use of alternative fuels, increased recycling, landfill methane capture, and more. In April 2015, the governor issued EO B-30-15, calling for a new target of 40% below 1990 levels by 2030.

California’s major initiative for reducing GHG emissions is outlined in Assembly Bill 32 (AB 32), the “California Global Warming Solutions Act of 2006,” signed into law in 2006. AB 32 codifies the statewide goal of reducing GHG emissions to 1990 levels by 2020 (essentially a 15 percent reduction below 2005 emission levels, the same requirement as under S-3-05), and requires ARB to prepare a Scoping Plan that outlines the main State strategies for reducing GHGs to meet the 2020 deadline. In addition, AB 32 requires ARB to adopt regulations to require reporting and verification of statewide GHG emissions.

After completing a comprehensive review and update process, ARB approved a 1990 statewide GHG level and 2020 limit of 427 MMT CO₂e. The Scoping Plan was approved by ARB on December 11, 2008, and included measures to address GHG emission reduction strategies related to energy efficiency, water use, and recycling and solid waste, among other measures. Many of the GHG reduction measures included in the Scoping Plan (e.g., Low Carbon Fuel Standard, Advanced Clean Car standards, and Cap-and-Trade) have been adopted over the last five years. Implementation activities are ongoing and CARB is currently in the process of updating the Scoping Plan.

In May 2014, CARB approved the first update to the AB 32 Scoping Plan. The 2013 Scoping Plan update defines CARB’s climate change priorities for the next five years and sets the groundwork to reach post-2020 goals set forth in EO S-3-05. The update highlights California’s progress toward meeting the “near-term” 2020 GHG emission reduction goals defined in the original Scoping Plan. It also evaluates how to align the State’s longer-term GHG reduction strategies with other State policy priorities, such as for water, waste, natural resources, clean energy and transportation, and land use (CARB 2014).

Senate Bill (SB) 97, signed in August 2007, acknowledges that climate change is an environmental issue that requires analysis in CEQA documents. In March 2010, the California Resources Agency (Resources Agency) adopted amendments to the State CEQA Guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions. The adopted guidelines give lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts.

ARB Resolution 07-54 establishes 25,000 MT of GHG emissions as the threshold for identifying the largest stationary emission sources in California for purposes of requiring the annual reporting of emissions. This threshold is just over 0.005 percent of California's total inventory of GHG emissions for 2004.

Senate Bill (SB) 375, signed in August 2008, enhances the state's ability to reach AB 32 goals by directing ARB to develop regional GHG emission reduction targets to be achieved from vehicles for 2020 and 2035. In addition, SB 375 directs each of the state's 18 major Metropolitan Planning Organizations (MPO) to prepare a "sustainable communities strategy" (SCS) that contains a growth strategy to meet these emission targets for inclusion in the Regional Transportation Plan (RTP). On September 23, 2010, CARB adopted final regional targets for reducing GHG emissions from 2005 levels by 2020 and 2035. SCAG was assigned targets of an 8 percent reduction in GHGs from transportation sources by 2020 and a 13 percent reduction in GHGs from transportation sources by 2035. In the SCAG region, SB 375 also provides the option for the coordinated development of subregional plans by the subregional councils of governments and the county transportation commissions to meet SB 375 requirements.

In April 2011, the governor signed SB 2X requiring California to generate 33 percent of its electricity from renewable energy by 2020. On April 29, 2015, the governor issued an executive order to establish a statewide mid-term GHG reduction target of 40 percent below 1990 levels by 2030. According to CARB, reducing GHG emissions by 40 percent below 1990 levels in 2030 ensures that California will continue its efforts to reduce carbon pollution and help to achieve federal health-based air quality standards. Setting clear targets beyond 2020 also provides market certainty to foster investment and growth in a wide array of industries throughout the State, including clean technology and clean energy. In addition, on September 8, 2016, the governor signed SB 32, which codified the 2030 GHG emissions reduction targets. CARB is currently working to update the Scoping Plan to provide a framework for achieving the 2030 target. The updated Scoping Plan is expected to be completed and adopted by CARB in 2017 (CARB 2017).

For more information on the Senate and Assembly Bills, Executive Orders, and reports discussed above, and to view reports and research referenced above, please refer to the following websites: www.climatechange.ca.gov and www.arb.ca.gov/cc/cc.htm.

California Environmental Quality Act

Pursuant to the requirements of SB 97, the Natural Resources Agency has adopted amendments to the State CEQA Guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions. The adopted CEQA Guidelines provide general regulatory guidance on the analysis and mitigation of GHG emissions in CEQA documents, while giving lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts. To date, a variety of air districts have adopted quantitative significance thresholds for GHGs.

Local Regulations

SCAG adopted a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) that applies to the County of Ventura in April 2016. The following long-term implementation programs and policies are included in the SCS:

- Long-term emission-reduction investments for trucks and rail
- Unfunded operational improvements
- Unfunded capital improvements
- Expansion of our region's high-speed rail and commuter rail systems
- Increased use of active transportation
- Technology and new mobility innovations
- Expansion of the regional network of express lanes

The City of Oxnard has not adopted a Climate Action Plan. However, the 2030 General Plan includes the following goals and policies related to Climate Change and GHG emissions:

- Goal SC-1** Supporting and Participating in Global Warming and Climate Change Adaptation analysis and programs.
- Policy SC-1.1** **Inventory and Monitor GHG Emissions.** Inventory and monitor GHG emissions in City operations and in the community consistent with Ventura County Air Pollution Control District and/or State guidelines.
- Policy SC-1.2** **Support Statewide Global Warming and Climate Change Mitigation.** Continue to monitor and support the efforts of the California Air Resources Board and other agencies as they formulate Global Warming and Climate Change adaption and mitigation strategies and programs.
- Policy SC-1.3** **Develop a Climate Action and Adaptation Plan (CAAP) That Supports the Regional SB 375 Sustainable Communities Strategy.** Develop a Climate Action and Adaption Plan that implements requirements adopted by the California Air Resources Board and/or the Ventura County APCD that establishes a GHG emissions qualitative and quantitative threshold of significance, establishes GHG reduction targets, and supports the regional SB 375 Sustainable Communities Strategy.

The City has also adopted an Energy Action Plan (EAP) as of 2013. The purpose of the EAP is to establish an overall community-wide realistic net energy consumption reduction target and identify and scope programs to achieve the target over time. Although not yet required, Oxnard's residential communities and commercial civic, industrial, and agricultural sectors are encouraged to participate in the programs included in the EAP (City of Oxnard 2013).

Greenhouse Gas Emissions Thresholds

To determine whether a project would have a significant impact to greenhouse gases, Appendix G of the *CEQA Guidelines* asks whether a project would:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or*

- b) *Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.*

The vast majority of individual projects do not generate sufficient GHG emissions to create a project-specific impact through a direct influence to climate change; therefore, the issue of climate change typically involves an analysis of whether a project's contribution toward an impact is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15355).

The VCAPCD has not adopted any GHG thresholds. However, at the November 8, 2011 board meeting, VCAPCD staff submitted the *Greenhouse Gas Thresholds of Significance Options for Land Use Development Projects in Ventura County* report to the board. The report presents a number of options for setting GHG significance thresholds and analyzed some of the adopted thresholds as well as others that were currently under consideration by other air districts in California. While the report does not establish a specific approach that would be used by the VCAPCD to analyze GHG impacts under CEQA, it indicates that because Ventura County is adjacent to the SCAQMD's jurisdiction and is a part of the SCAG region, it would be most desirable for the VCAPCD to set local GHG emission thresholds of significance for land use development projects at levels consistent with those set by the SCAQMD (VCAPCD 2011). Therefore, based on the report recommendations, the VCAPCD would continue to evaluate and develop suitable interim GHG threshold options for Ventura County with preference for GHG threshold consistency with the SCAQMD and the SCAG region.

As an interim method of determining significance under CEQA until statewide significance thresholds are established, the SCAQMD developed a tiered flowchart in 2008 to determine GHG significance thresholds. The SCAQMD flowchart uses a tiered approach in which a proposed project is deemed to have a less than significant impact related to GHG emissions when specific conditions are met. Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA. Tier 2 consists of determining whether or not the project is consistent with a GHG reduction plan, including a Climate Action Plan (CAP). The City of Oxnard has not adopted a CAP, but has adopted a EAP and encourages participation in the programs outlined in the plan. Therefore, for the purpose of this analysis, a significant GHG emissions impact would occur if the project-generated emissions exceed 3,000 MT of CO₂e.

Greenhouse Gas Emissions Analysis Methodology

Calculations of CO₂, CH₄, and N₂O emissions are provided to identify the magnitude of potential project impacts. The analysis focuses on CO₂, CH₄, and N₂O because these make up 98.9 percent of all GHG emissions by volume (IPCC 2007) and are the GHG emissions that the project would emit in the largest quantities. Fluorinated gases, such as HFCs, PFCs, and SF₆, were also considered for the analysis. However, emissions of fluorinated gases are primarily associated with industrial processes; because the Project involves a commercial development, the quantity of fluorinated gases would be minimal. Emissions of all GHGs are converted into their CO₂e. Minimal amounts of other main GHGs (such as chlorofluorocarbons [CFCs]) would be emitted, and these other GHG emissions would not substantially add to the calculated CO₂e amounts. Calculations are based on the methodologies discussed in the California Air Pollution Control Officers Association (CAPCOA) *CEQA and Climate Change* white paper (2008) and

included the use of the California Climate Action Registry (CCAR) General Reporting Protocol (2009).

This analysis takes into account current State and federal measures that are intended to reduce GHG emissions. State and federal measures that are built into the emissions model calculation include Title 24 Energy Standards, Pavley (Clean Car Standards) and Low Carbon Fuel Standards.

Construction Emissions

Although construction activity is addressed in this analysis, CAPCOA does not discuss whether any of the suggested threshold approaches adequately address impacts from temporary construction activity. As stated in the *CEQA and Climate Change* white paper, “more study is needed to make this assessment or to develop separate thresholds for construction activity” (CAPCOA 2008). As discussed above, following VCAPCD’s guidance this analysis follows SCAQMD’s recommended GHG thresholds. Therefore, construction-related emissions are amortized over a 30-year period, which is recommended by SCAQMD (2010).

On-site Operational Emissions

CalEEMod provides operational emissions of CO₂, N₂O, and CH₄. Emissions from energy use include electricity and natural gas use. The emissions factors for natural gas combustion are based on EPA’s AP-42, (Compilation of Air Pollutant Emissions Factors) and CCAR. Electricity emissions are calculated by multiplying the energy use times the carbon intensity of the utility district per kilowatt hour (CAPCOA 2016). The default electricity consumption values in CalEEMod include the CEC-sponsored California Commercial End Use Survey (CEUS) and Residential Appliance Saturation Survey (RASS) studies.

Emissions associated with area sources, including consumer products, landscape maintenance, and architectural coating were calculated in CalEEMod and utilize standard emission rates from CARB, U.S. EPA, and emission factor values provided by the local air district (CAPCOA 2016).

Emissions from waste generation were also calculated in CalEEMod and are based on the IPCC’s methods for quantifying GHG emissions from solid waste using the degradable organic content of waste (CalEEMod User Guide 2013). Waste disposal rates by land use and overall composition of municipal solid waste in California was primarily based on data provided by the California Department of Resources Recycling and Recovery (CalRecycle).

Emissions from water and wastewater usage calculated in CalEEMod were based on the default electricity intensity from the CEC’s 2006 Refining Estimates of Water-Related Energy Use in California using the average values for Northern and Southern California.

For mobile sources, CO₂ and CH₄ emissions were quantified in CalEEMod. Because CalEEMod does not calculate N₂O emissions from mobile sources, N₂O emissions were quantified using the California Climate Action Registry General Reporting Protocol (CCAR 2009) direct emissions factors for mobile combustion (refer to Appendix for CalEEMod results). The estimate of total daily trips associated with the Project was based on the standard Institute of Transportation Engineers (ITE) vehicle trip rates, consistent with the traffic study, and was calculated and extrapolated to derive total annual mileage in CalEEMod. Emission rates for N₂O emissions were based on the vehicle mix output generated by CalEEMod and the emission factors found in the California Climate Action Registry General Reporting Protocol.

Impact Analysis

Construction Emissions

Construction of the Proposed Project would result in new GHG emissions, primarily due to the operation of diesel-powered heavy construction equipment. Based on CalEEMod results, construction activity would generate an estimated 1,304.4 metric tons (MT) of CO₂e, as shown in Table 3. Amortized over a 30-year period (the assumed lifetime of a project, based on SCAQMD recommendations), construction of the Project would generate approximately 43.5 MT of CO₂e per year.

Table 3
Estimated Construction Emissions of Greenhouse Gases

Year	Annual Emissions MT CO ₂ e
2022	880.1
2023	391.8
Total	1,271.9
<i>Amortized over 30 years</i>	<i>42.4</i>

Note: Total may not add up due to rounding.

Source: Calculations were made in CalEEMod, see the Appendix for full model output.

CalEEMod Assumptions: 2022 start of construction for two years, and an operational year of 2027.

Annual Operational Emissions

Operational GHG emissions associated with the Project were also estimated using CalEEMod. Table 4 shows operational GHG emissions from the Project, in combination with the amortized construction emissions.

Table 4
Long-Term Annual Emissions of Greenhouse Gases

Emission Source	Annual Emissions MT CO₂e
Construction	42.4
Operational	
Area	< 0.1
Energy	152.5
Solid Waste	144.7
Water	74.9
Mobile	
CH ₄ and CO ₂	1,956.1
N ₂ O	122.6
Total Project Emissions	2,493.3
SCAQMD Tier 3 Threshold	3,000
<i>Threshold Exceeded?</i>	<i>No</i>

Note: Total may not add up due to rounding.

Sources: See the Appendix for calculations.

CalEEMod Assumptions: Operational year of 2027.

As shown in Table 4, the combined annual emissions would total approximately 2,493.3 MT of CO₂e per year beginning in the first operational year (assumed to be 2027). The annual emissions would not exceed the applicable threshold of 3,000 MT of CO₂e per year. The majority (85 percent) of the Project's GHG emissions are associated with vehicular travel. Impacts would be less than significant.

Consistency with GHG Reduction Plans and Policies

The City of Oxnard has not adopted a Climate Action Plan or other qualified GHG reduction plan. However, the City has adopted the EAP and encourages participation in the programs outlined in the plan. The County of Ventura is currently completing an update to the General Plan, which will include an integrated Climate Action Plan. However, this plan applies to unincorporated areas of Ventura County and not incorporated cities such as the City of Oxnard. SCAG has incorporated sustainable community strategy into its RTP/SCS plan, which is designed to help the region achieve its SB 375 GHG emissions reduction target. The SCAG 2040 RTP/SCS demonstrates that the SCAG region would achieve its regional emissions reduction targets for the 2020 and 2035 target years. The Project would not alter the basic population projections used in the plan, and would be consistent with the City of Oxnard General Plan land use designation for the site.

The Project would also be required to comply with existing state regulations, which include increased energy conservation measures and other actions adopted to achieve the overall GHG emissions reduction goals identified in AB 32.

Because there is no locally adopted GHG Reduction Plan to reduce emissions from new development, and the Project is consistent with the applicable land use and zoning designations, and any State regulations intended to reduce GHG emissions statewide, the Project would be consistent with applicable plans and programs designed to reduce GHG emissions. Consistency with applicable State regulations would ensure that the Project would not conflict with the State's GHG reduction goals. Impacts would be less than significant.

Land Use and Planning

The land use and planning impacts of the Proposed Project would be identical to those described in the 1992 FEIR and 2002 Addendum. The 1992 FEIR determined the Original Project was consistent with the Oxnard 2020 General Plan designation for the site (Commercial Office), but the proposed floor-to-area ratio (FAR) of 0.93:1 was higher than the maximum allowable FAR of 0.60:1 for the site. Mitigation measures were proposed to reduce this impact to a less than significant level.

On February 2, 1993, the City of Oxnard approved a General Plan Amendment to allow an FAR of 0.93:1 for the Original Project. Therefore, land use mitigation measure one described in the 1992 FEIR has been implemented. In addition, the City adopted a new General Plan (2030 General Plan) in October 2011. The City of Oxnard 2030 General Plan continued the Project site land use designation of Commercial Office. With the General Plan Amendment approved in 1993, the Project site conforms to the allowable land use intensity for the site. Because neither the FAR or land use designation of the site have changed, the Project is consistent with the land use designation and no new or substantially greater land use impacts would occur.

Residential areas located to the south were identified to be most sensitive to the Project's land use impacts. Without mitigation, a significant impact related to loss of privacy for backyards of single-family homes was identified for the Original Project and Modified Project. Direct views from the proposed 15-story (approximately 220-foot) office tower and two four-level parking structures into the backyards of the residences are anticipated. Prior to the issuance of an occupancy permit, 60-foot tall trees (at the time of installation) are required to be planted along the southern border of the Project site. This tree line was planned to extend from the termination of the existing trees located behind the Radisson Hotel, approximately 280 feet east of the Project boundary, to the last single-family house on St. Mary's Drive. No unavoidable significant impacts would occur with implementation of the recommended mitigation measures. Given that the Modified Project represents full build out of the Financial Tower Plaza and that none of the other buildings would significantly affect the privacy of the residences from within the Financial Plaza boundaries, the Project was not considered to result in any cumulative land use impacts.

The Proposed Project would be identical to the Modified Project approved in 2002. Therefore, with implementation of the mitigation measures required in the 1992 FEIR, the Proposed Project would not cause significant impacts to land use and planning impacts beyond those identified in the 1992 FEIR and the 2002 Addendum.

Mitigation Measures from 1992 FEIR

With implementation of the following mitigation measures, as described in the 1992 FEIR and 2002 Addendum, land use impacts were determined to be less than significant.

1. *Prior to issuance of a occupancy permit, trees with a height of approximately 60 feet each shall be planted along the southern boundary of the Financial Plaza Tower III Project from the termination of the existing trees located behind the Hilton Hotel, approximately 280 feet east of the Project boundary to the last single family home on St. Mary's Drive, approximately 325 feet west of the Project boundary. The total distance of this edge is approximately 1,100 feet. Due to the width of the available planting area (25 feet), vertical trees with relatively small root structures are required. The following trees, or other trees are approved by the City Parks and Recreation Department, shall be planted:*
 - *Pinus Canariensis (canary pine)*

- *Pinus Aldarica* (mondale pine)
- *Sequoia sempervirens* (coastal redwood)

These trees shall be planted 15 to 20 feet on center. Approximately 55 to 70 trees would be required to screen this entire edge. It should be noted that trees of this size would be difficult to locate and purchase and may need to be grown on a contract basis. For example, a 42-inch box tree of these species would likely be approximately 25 feet in height and would grow approximately 5 feet per year. With these circumstances, the length of time required for a tree to achieve the desired height would be 5 to 6 years. For this reason, it may not be feasible to provide 60-foot trees at the time of completion of the Project. This impact would be considered significant until the desired height is achieved.

Noise and Vibration

Noise and vibration impacts of the Proposed Project would be identical to those described in the 1992 FEIR and 2002 Addendum. The existing physical environment in the Project vicinity has not noticeably been changed or altered since the time the 1992 FEIR or 2002 Addendum were prepared. Single-family residences, which were identified along the southern Project boundary, still remain. As discussed in the 1992 FEIR, potential noise and vibration impacts would be both short- and long-term in nature. Short-term noise and vibration impacts would occur during the construction phase of the Project. Because the existing single-family residences are located immediately adjacent to the site, construction activities would occur in close proximity to these uses. However, buildings serve as effective noise barrier, and the surrounding buildings would effectively shield the existing residents from any noticeable increase in construction noise analyzed in the 1992 FEIR. Additionally, pile-driving activities would occur in the same location as originally analyzed. Vibration impacts would be similar to those identified in the 1992 FEIR. Therefore, similar to the Original Project, implementation of the mitigation measures in the 1992 FEIR would reduce the Proposed Project's construction noise and vibration impacts to a less than significant. Note that the City of Oxnard municipal code, Section 7-188 exempts construction noise from the City noise ordinance if completed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, including Saturday. To comply with Oxnard municipal code, a more restrictive allowable construction time is provided in the mitigation measures required in the 1992 FEIR and 2002 Addendum.

Long-term operational noise was analyzed based on Year 2020 traffic volume projections for the 1992 FEIR and 2002 Addendum. As described in the 1992 FEIR, any noise level increase of 3 dB or greater resulting from the Project, or an exterior noise level greater than the accepted Noise Compatibility Land Use guide adopted by the City of Oxnard was identified as a significant impact. Based on noise modeling prepared for the Original Project, the 1992 FEIR concluded that no existing off-site roadway segment would have a 60 dB CNEL extending outside the roadway limits or a Project-related noise level increase of 3 dB or greater. Although no impacts were identified with regards to the then-existing noise environment, cumulative noise impacts were identified at three roadway segments. Each would exceed a noise level increase of over 3 dB in Year 2020:

- Vineyard Avenue west of Ventura Road
- Stroube Street west and east of Vineyard Avenue
- Myrtle Street west of Vineyard Avenue

However, the 1992 FEIR stated that the 3 dB noise level increase was primarily due to regional growth, as opposed to being a direct result of the Original Project development. Therefore, as the Original Project-related contribution to these impacts would be a small percentage of the total increase, no cumulative significant Project-related impacts were forecasted to occur at off-site locations in the 1992 FEIR.

Because the Modified Project would generate the same amount of traffic as originally proposed, no increase in Project-generated vehicular noise would occur. In addition, the Oxnard 2030 General Plan EIR includes a traffic analysis that projects the 2030 traffic volumes, including the intersection of Oxnard Boulevard and Vineyard Avenue. The forecast traffic volume along this intersection was six percent lower than traffic volume forecast in the 1992 FEIR. The Proposed Project was included as part of the Oxnard Traffic Model (OTM) and 2030 analysis. Therefore, Project-related noise impacts would be the same as that which was originally analyzed, and the



Project's contribution to cumulative noise impacts would also be similar. No new or substantially greater impacts regarding short and long-term noise and vibration impacts would occur above noise impacts analyzed in the 1992 FEIR and 2002 Addendum. Consistent with Oxnard Municipal Code Section 7-188 Exemptions for Specified Activities, the recommended Noise mitigation No. 1 below lists more restrictive construction hours (7 A.M. to 6 P.M., rather than 7 A.M. and 7 P.M.) than the hours listed for Noise Mitigation No. 1 in the 1992 FEIR and 2002 Addendum.

Mitigation Measures

1. *Construction activities shall be limited to between 7 A.M. and 6 P.M. Monday through Friday.*
2. *Properly muffled construction equipment and trucks shall be used.*
3. *Portable noise barriers with height of 5 feet shall be used to encompass all pile driving activities.*

Population/ Housing

The socioeconomic and housing demand impacts of the Proposed Project would be similar to those described in the 1992 FEIR and 2002 Addendum. The 1992 FEIR addressed employment, population and housing impacts associated with the socioeconomic impacts that could potentially result from Project implementation. The employed labor force in the City of Oxnard in 1989 was 42,128 with an unemployment rate of 9.8 percent (approximately 7,400 people). Development of the Project would contribute both on a short and long-term nature to providing employment opportunities within the City. Short-term employment opportunities would result from construction-related jobs, while the operation of the new office tower would provide more steady and long-term employment opportunities. Based on a study prepared for the 1992 FEIR, the Original Project would generate approximately 1,238 permanent employment opportunities and 1,391 indirect employment opportunities for a total of 2,629 new jobs in Oxnard. This represented approximately six percent of total employment in the City. No Project-related or cumulative significant impacts were identified.

In 2002, the City had an unemployment rate of 6.5 percent, or 5,330 people, which represented a reduction in unemployment by 3.3 percent since the 1992 FEIR was prepared. SCAG projects there would be an increase of 6,825 jobs within the City between the Years 2000 and 2005, and the jobs generated by the Project would fall within the projection. No new or substantially greater impacts were anticipated to occur as a result of the Modified Project, as described in the 2002 Addendum.

In 2015, the City had an unemployment rate of approximately 9.7 percent, which represents an increase in unemployment by 3.2 percent since the 2002 Addendum was prepared (United States Census Bureau 2016), but is similar to the unemployment rate factored in the 1992 FEIR. The Project would still be expected to add 2,629 jobs to the area. SCAG projects there would be an increase of 10,200 jobs within the City between the Years 2020 and 2035, and the jobs generated by the Project would fall within the projection (SCAG n.d.). No new or substantially greater population and housing impacts would occur as a result of the Proposed Project, above those already analyzed in the 1992 FEIR and 2002 Addendum.

Public Services and Utilities

The public services and utilities impacts of the Proposed Project would be identical to those described in the 1992 FEIR and 2002 Addendum. The 1992 FEIR and 2002 Addendum addressed the following issue areas with regards to public services and utilities:

- Police Services
- Fire Protection
- Wastewater
- Electricity
- Natural Gas
- Solid Waste

Each topic is discussed below.

Police Services

The City of Oxnard Police Department (OPD) provides protective services to the Project site, which is approximately 2.5 miles from the nearest police station. At the time the 1992 FEIR was prepared, average response times ranged between 3.0 to 3.5 minutes and maintained a total staff of 85 sworn patrol officers. A mutual aid agreement is in place between the OPD and the Ventura County Sheriff Department. The 1992 FEIR also indicated that the OPD was understaffed.

According to the 1992 FEIR, development of the Original Project would incrementally increase the demand on local police services. The OPD was receiving, on average, 100 calls for service per year from the existing uses within the Financial Plaza. These calls for service included disturbances and alarms. From December 2016 to May 2017, the Financial Plaza received approximately 15 reported incidents (TriTech Software Systems 2017). The 1992 FEIR estimated that an additional 50 calls for service per year could be expected, should the Project be developed. Based on consultation with the OPD, the 1992 FEIR recommended the addition of 0.5 officers to meet the increased law enforcement demands. The fiscal impact study for the Project concluded that revenues generated by the Project would be sufficient to fund the additional level of police staffing and services needed by the Project. Through the implementation of the recommended mitigation measures in the 1992 FEIR, impacts were less than significant.

The Modified Project still proposes a parking structure and maintains the same amount of usable square footage within the 15-story office tower. This square footage would still generate the same amount of employees that were expected when the project was analyzed in the 1992 FEIR. According to the 2002 Addendum, development of the second parking structure would not introduce any uses that could increase calls for service to the OPD. Therefore, no additional demand would be placed on the OPD as a result of the Modified Project. Mitigation measures from the 1992 FEIR would apply to the Proposed Project, which would not require new or expanded police facilities. No new or substantially greater impacts would occur.

The Proposed Project would not introduce any changes than those already identified in the 2002 Addendum. In addition, since the 2002 Addendum, the ratio of sworn officers per 1,000 residents increased from 1.22 (in 2002) to 1.24 in 2013 (City of Oxnard 2013). Therefore, the

Proposed Project would not increase or create new significant impacts than those already identified in the 1992 FEIR and 2002 Addendum. The Project would not create the need for new or expanded police protection facilities and would be subject to the mitigation measures from the 1992 FEIR; therefore, Project-related impacts would be less than significant.

Mitigation Measures

With implementation of the following mitigation measures from the 1992 FEIR, police protection impacts were determined to be less than significant.

1. *Prior to the issuance of a building permit, the Project applicant shall coordinate with the City's Police Chief or designee Department Representative for recommendations on crime prevention through project design.*
2. *Prior to issuance of a building permit, the Project applicant shall orient structures and lighting to provide good visibility to grounds and entranceways.*
3. *Prior to issuance of certificate of occupancy, the Project applicant shall implement a private security system and/or patrols as part of the Project.*
4. *During Project construction, the Project applicant shall implement fencing and security measures that are approved by the City of Oxnard Police Department.*

Fire Protection

The City of Oxnard Fire Department (OFD) provides fire protection service to the Project area. As with the OPD, the OFD maintains a mutual aid agreement with the Ventura County Fire Department. Station No. 4 is the primary service provider at a distance of approximately 0.3 mile from the Project site, with three other stations in close proximity. According to the 2002 Addendum, average response time from Station No. 4 was approximately 3 minutes, with the addition of Fire Station 7 in the Riverpark area, the average response time from Station No. 51 (Ventura County) or Oxnard engine 67 is approximately 4 to 6 minutes. The City of Oxnard tries to maintain an average response time of 3 minutes to all development within the City, with a 2030 General Plan policy (ICS-20.1), and goal, of 5 minutes.

As concluded in the 1992 FEIR, development of the Original Project would result in additional inspection, medical and fire suppression services. Given that the OFD continues to be understaffed, similar to the time the 1992 FEIR was prepared, with regards to inspectors, the short-term needs of the Project for OFD personnel is considered a short-term significant impact. However, through the implementation of the recommended mitigation measures, impacts would be less than significant. With regard to long-term fire protection service, the OFD indicates it cannot provide services to the Project area with existing staff and equipment. Additional staffing will be needed to provide necessary services. The fiscal impact study for the Original Project approved in 1992 concluded that revenues generated by the Project would be sufficient to fund the additional level of fire services needed by the Project. In terms of cumulative impacts, the Project would incrementally increase the demand for fire protection services. However, additional fire personnel and equipment would be provided by City funds. Because the Project would not require new or expanded fire protection facilities, no cumulative impacts were identified.

As described in the 2002 Addendum, the City adopted new fire prevention regulations on new buildings to decrease the damage and danger incurred by a fire before the emergency crews arrive on scene. Any new regulations will continue to be required for the Proposed Project.



The Modified Project includes the same parking structure and maintains the same amount of usable square footage within the 15-story office tower. Development of Structure B would not introduce any uses that would increase calls for service to the OFD above that identified in the 1992 FEIR. Through implementation of applicable mitigation measures from the 1992 FEIR and 2002 Addendum, no new or substantially greater impacts would occur. The Proposed Project is identical to the Modified Project and would not require new or expanded fire protection facilities; therefore, it would not create new or substantially greater impacts than analyzed in the 1992 FEIR and 2002 Addendum.

Mitigation Measures

With implementation of the following mitigation measures from the 1992 FEIR and 2002 Addendum, fire service impacts were determined to be less than significant.

1. *Implement the OFD fire prevention recommendations through project design. Include the OFD in the plan check process for new tenant improvements so the department can recommend and inspect specific tenant improvements prior to the opening of business. This increases the level of fire prevention and allows for the fire department to better plan for calls that may be generated.*
2. *All roof materials provided on the Project site shall be of non-combustible material.*
3. *All new structures are required to contain automatic fire sprinkler systems. The fire safety devices provided within the Project buildings shall be designed by a California Life Safety Specialist who is approved by the City of Oxnard.*
4. *All fire protection and alarm systems shall be maintained in accordance with Fire Department guidelines by licensed, certified, or otherwise qualified personnel. Maintenance records shall be kept onsite.*
5. *The Project shall comply with all State of California fire requirements.*
6. *Addresses for each tenant shall be clearly identified on the front and rear of all buildings.*
7. *Prior to the issuance of a building permit, the Project applicant shall provide funds to the City for a State of California licensed fire protection engineer, approved by the OFD. The duties of the engineer will be defined and outlined by the OFD.*
8. *Prior to the issuance of a building permit, the Project developer is required to meet with the OFD to discuss any mandated equipment needs for fire protection and services for the Project.*
9. *Prior to the issuance of a building permit, the exterior walls of all Project structures shall be within 60 feet of a fire access way.*
10. *Prior to the issuance of a building permit, the Project applicant shall obtain a California life Safety Specialist for design of fire safety devices within the project structures. The specialist shall be approved by the City of Oxnard.*
11. *Prior to the issuance of a Certificate of Occupancy, the Proposed Project shall comply with State of California fire code requirements.*
12. *Prior to the issuance of a Certificate of Occupancy, the building alarm system shall be reviewed and approved by the OFD. An annunciator panel should provide a logical display of information to enable Fire Department personnel to locate and/or isolate potential problems.*
13. *Prior to issuance of a Certificate of Occupancy, using the newly available coatings designed to eliminate glass shards in the event of seismic activity, heat, or OFD operations shall protect exterior building glass.*



14. *State-mandated annual inspections conducted by the OFD, will require a fee sufficient to cover the cost of providing the service, pursuant to the State of California Health and Safety Code Section 13146.2(b).*

Wastewater

The Project site is located in the service area of the City of Oxnard sewer service, which treats wastewater at the City of Oxnard Wastewater Treatment Plant (OWTP). Wastewater flows from the Project site through a 10-inch sewer line that parallels Esplanade Drive, north of the site, which in turn connects to a 24-inch trunk line located along Vineyard Avenue. This trunk line ultimately increases into a 36-inch line on Richmond Street, south of Wooley Road. The OWTP has a capacity of 31.7 million gallons per day (mgd), but the capacity of the OWTP is to be expanded to 39.7 mgd by 2020 (City of Oxnard 2009).

As calculated in the 1992 FEIR, the Original Project was expected to generate approximately 0.06 mgd of wastewater. Although the 24-inch trunk line in Vineyard Avenue could accommodate the additional 0.06 mgd of wastewater generated from the Original Project, the increased flow may occasionally create a surcharging condition downstream at the Richmond and Fifth Street intersection. With the implementation of the recommended mitigation measures, this potentially significant impact was reduced to less than significant. Additionally, the 0.06 mgd of wastewater would not have a significant impact on the OWTP, which at the time, had approximately 13.7 mgd of available capacity. A cumulative wastewater analysis of other planned projects in the vicinity was also prepared and concluded that approximately 1.98 mgd of wastewater would cumulatively be generated. Given the capacity available at the OWTP, no significant impacts were identified.

As described in the 2002 Addendum, the sewage collection system, consisting of roughly 300 miles of trunk sewers and 16 sewage lift stations, conveys flows from seven major sewer trunk systems in the City to the OWTP. The continued development, operation and maintenance of the sewage system is outlined in the City's Wastewater Collection System Master Plan. The existing and planned sewage collection and conveyance system, as presented in the Master Plan, is based upon known and calculated wastewater flows generated by existing and future development in the City, such as the Modified Project, and as allowed by the City's 2030 General Plan. Buildout of the Modified Project is included in the buildout of the City's 2030 General Plan. Through the implementation of applicable mitigation measures from the 1992 FEIR and 2002 Addendum, no new or substantially greater impacts were identified. The Proposed Project is identical to the Modified Project and, with the planned OWTP expansion, would not create new or substantially greater impacts than analyzed in the 1992 FEIR and 2002 Addendum.

Mitigation Measures

With implementation of the following mitigation measures from the 1992 FEIR and 2002 Addendum, wastewater impacts were determined to be less than significant.

1. *Prior to the issuance of a building permit, the Project applicant shall have a registered civil engineer prepare a sewer study. The study shall address sewage generation factors and evaluate the potential impact of the Proposed Project on existing sewer trunk system, including the 24-inch sewer line at the Richmond/Fifth Street intersection. The existing sewer lines shall be upgraded if determined necessary by the City of Oxnard Public Works Department. If an upgrade*

is necessary, the Project applicant shall pay its fair share toward the improvements to be determined by the Oxnard Public Works Department.

2. *The developer shall evaluate the potential impact of the 24-inch sewer line at the Richmond/Fifth Street intersection. The existing sewer lines shall be upgraded if determined necessary by the City of Oxnard Public Works Department. If an upgrade is necessary, the Project applicant shall pay its fair share toward the improvements to be determined by the Oxnard Public Works Department.*

Electricity

The Project site is in the service area of Southern California Edison (SCE). As described in the 1992 FEIR, according to SCE, the existing electrical facilities within the Financial Plaza Area are adequate to serve the Original Project. According to electrical demand factors, the Original Project was calculated to consume 5.4 million-kilowatt hours per year (kWh/yr), and a cumulative consumption calculation of 96.5 kWh/yr. Both Original Project and cumulative electrical demand were within the parameters of the projected load growth that SCE was planning to meet in the Project area. Although no significant impacts were identified, mitigation measures were included to help reduce the overall electrical demand of the Original Project.

The Modified Project would consume the same amount of electricity as the Original Project because it involves the same amount of usable square footage within the planned office tower as originally proposed. Therefore, the 2002 Addendum did not identify any new or substantially greater impacts with implementation of applicable mitigation measures. The Proposed Project is identical to the Modified Project, and would therefore use the same amount of electricity, or potentially less electricity than originally calculated, due to the advancements in electrical energy efficiency since 1992. Because the Proposed Project is identical to the Modified Project, it would not create any new or substantially greater impacts than what was identified in the 1992 FEIR and 2002 Addendum.

Mitigation Measures:

With implementation of the following mitigation measures from the 1992 FEIR, electrical supply impacts were determined to be less than significant.

1. *Prior to the issuance of a building permit, project planners and architects shall consult with Southern California Edison regarding current energy conservation techniques and programs.*
2. *Prior to the issuance of a building permit, proposed building construction shall comply with Title 24, Part 6, Division T-20, Chapter 2 of the California Administrative Code, which is concerned with construction specifications for energy conservation.*
3. *Prior to the issuance of a building permit, project planners and architects shall consider the use of energy-efficient architecture and landscaping design concepts which will work to reduce the long-term demands for fossil fuels. Measures should include the following:*
 - *Architectural planning design, to the extent feasible, should take full advantage of concepts such as natural heating and/or cooling through sun and wind exposure and solar energy collection system opportunities.*
 - *Landscape design should be tailored, where feasible, to the use requirements of individual structures, with the intent to minimize heat gain in summer, maximize heat gain in winter, and promote air circulation for heat/cooling purposes.*



Natural Gas

The Project site is in the service area of Southern California Gas Company (SCGC). At the time the 1992 FEIR was prepared, a system of 2-inch pipes were located on and adjacent to the Project site. No plans for improvement or expansions of these lines were in place. Based on gas consumption factors, the Original Project was calculated to generate a demand of approximately 7.2 million cubic feet per year (mcf/yr) while the cumulative demand was calculated at 478.8 mcf/yr. The Project would be required to connect to existing gas mains, which have adequate capacity to provide gas service to the Project and cumulative projects. No significant impacts were identified.

The Modified Project would develop the same amount of usable square footage within the planned office tower as originally proposed. Therefore, the 2002 Addendum concluded that the Modified Project would not require additional amounts of natural gas above that originally analyzed in the 1992 FEIR and that no new or substantially greater impacts would occur. The Proposed Project is identical to the Modified Project, and would therefore use the same amount of natural gas, or potentially less natural gas than originally calculated, due to the advancements in heating energy efficiency since 1992. Similarly, because the Proposed Project is identical to the Modified Project, it would not create any new or substantially greater impacts than what was identified in the 1992 FEIR and 2002 Addendum.

Solid Waste

At the time the 1992 FEIR was prepared, the Project would be serviced by Bailard Landfill, which has since closed. The 1992 FEIR calculated that the Original Project would generate approximately 402.0 tons of solid waste per year. It should be noted that this calculation did not account for source diversion programs. Based on the threshold guidelines adopted by the City of Oxnard at the time the 1992 FEIR was prepared, a Project was required to recycle at least 25 percent of total solid waste generated to avoid causing a significant solid waste impact. With regards to cumulative solid waste generation, the Original Project would contribute incrementally to the total waste generated from the City. As calculated in the 1992 FEIR, proposed cumulative development solid waste generation accounted for 2.0 percent of the total cumulative solid waste that was generated in the City. Based on the threshold guidelines adopted by the City of Oxnard at the time the 1992 FEIR was prepared for determining cumulative solid waste generation impacts, the Project would exceed an annual disposal rate of 15-tons per year. There was a potential for cumulative impacts to be significant. As was identified in the 1992 FEIR, the 402 tons of solid waste generated by the Project represented an unavoidable significant impact until such time that waste diversion was 25 percent of total solid waste generated from the planned land uses. A Statement of Overriding Considerations, adopted for the Financial Plaza Tower III Project, concluded that this cumulative impact was acceptable in light of the benefits of the Project.

As described in the 2002 Addendum, the Modified Project is estimated to generate the same amount of solid waste as originally proposed. However, the Modified Project would divert recyclable materials to the City's Regional Materials Recovery and Waste Transfer Facility (MRF), which was opened in August 1996. The principal activity of the facility is to remove recoverable material before transferring the refuse to a landfill for disposal. The California Integrated Waste Management Board identified the City of Oxnard's solid waste diversion rate at 66 percent in February 2000. The majority of the remaining un-diverted solid waste is disposed of at Toland Landfill, with a remaining capacity of 21,983,000 cubic yards with an



expected closure date of May 2027 (CalRecycle 2017). As was identified in the 1992 FEIR, the 402 tons of solid waste generated by the Project represented an unavoidable significant impact until such time that waste diversion was 25 percent of total solid waste generated from the planned land uses. However, given that the City currently diverts approximately 66 percent of total solid waste generated (as it did in 2002), solid waste generated by the Modified Project would be less than originally approved. Because the currently Proposed Project is identical to the Modified Project, solid waste impacts would also be identical to those described in the 2002 Addendum. With implementation of the mitigation measures identified in the 1992 FEIR and 2002 Addendum, no new or substantially greater impacts would occur.

Mitigation Measures

With the implementation of the following mitigation measures from the 2002 Addendum, solid waste impacts were determined to be less than significant.

1. *Prior to the issuance of occupancy permits, the site plan shall provide the convenient provision of containers that allow for the separation of materials to facilitate recycling.*
2. *To ensure that solid waste generated by the Project is diverted from the landfill and reduced, reused or recycled, Developer shall submit a "Solid Waste Management and Recycling Plan" to the City for review and approval. The plan shall provide for at least 50 percent of the waste generated by the Project be diverted from the landfill. Plans shall include the entire Project area, even if tenants are pursuing or will pursue independent programs. The plan shall be submitted to Planning and Environmental Services and Solid Waste Divisions and approved by the Solid Waste 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 hauler name and facility location.*
3. *Developer shall follow the 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 the Solid Waste Management and Recycling report and provide legible copies of weight tickets, receipts or invoices for materials to be 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 Solid Waste Management and Recycling C&D Report form prior to issuance of a certificate of occupancy.*
4. *Developer shall arrange for materials collection during construction, demolition and occupancy with either the City Solid Waste Reduction and Disposal Division or other City permitted hauling companies, or Developer shall arrange for self-hauling to an authorized facility.*
5. *Developer shall make provisions to divert at least 50 percent of waste material through source reduction, recycling, reuse and/or green waste programs. Prior to issuance of occupancy permits, Developer shall submit an Occupancy Recycling Plan which shall include the following information: estimated quantities of materials to be generated, management method to be used to reduce landfill disposal; quantity, size and location of recycling and trash bins, destination of material, including the names of haulers and facility locations. The Occupancy Recycling Plan form must be submitted and approved prior to issuance of a certificate of occupancy. Developer shall submit an Occupancy Recycling Report annually to the Solid Waste Division on the anniversary date of the certificate of occupancy. The report shall include the following information: material type recycled, reused,*



salvages or disposed, quantities, management method, destination material, including hauler names and facility locations. Documentation must be included such as weight tickets or receipts regarding the above.



Hydrology and Water Quality

The Project site is served by the City of Oxnard Water Division. As identified in the 1992 FEIR, 12-inch mains located within Esplanade Drive and Vineyard Avenue provides water to uses adjacent to the Financial Tower Plaza. The City indicated in 1992 that there were ample supplies to provide the Original Project with domestic water service.

The Original Project was calculated to consume approximately 0.11 mgd, or 123.22 acre-feet per year (afy). At the time the 1992 FEIR was prepared, the City Water Division indicated that there was available capacity in the waterlines to serve the Project, but that the pressure in the water lines would be inadequate for the domestic and fire requirements of the Project. Through incorporation of recommended mitigation measures, water impacts were found to be less than significant.

As described in the 2002 Addendum, the Modified Project would consist of the same square footage of commercial building space as originally proposed. However, water consumption for the Modified Project was recalculated in 2002 based on new water consumption rates in the updated Urban Water Management Plan (UWMP), resulting in a revised consumption total of 27.92 afy. The currently Proposed Project remains identical to both the Original Project and Modified Project with respect to water demand. As the Modified Project is accounted for in the 2030 General Plan buildout, water demand associated with the planned uses has also been accounted for in the UWMP. Given that the City will have sufficient supplies to accommodate the buildout of the General Plan, water demand generated by the Modified Project would be readily available. With the implementation of applicable mitigation measures from the 1992 FEIR and 2002 Addendum, no new or substantially greater impacts would occur as a result of the Proposed Project.

In addition to the mitigation measures identified in the 1992 FEIR and 2002 Addendum, the Oxnard City Council declared a Stage 2 water shortage in July 2014 and adopted Resolution No. 14682 with mandatory water conservation measures. These measures were updated in May 2015. The City's resolution prohibits and imposes a range of water conservation measures that are designed to reduce consumption of potable water in a variety of uses. Residents, commercial establishments, municipal and schools are required to implement the following water conservation measures:

- *The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces, is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used;*
- *All restaurants that provide table service shall post, in a conspicuous place, a notice of water shortage conditions and shall refrain from serving water except upon specific request by a customer;*
- *The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.*
- *Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room a notice of water shortage conditions, encouraging water conservation practices;*
- *Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited;*
- *Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during*



daylight saving, no more than twice a week. Use of a hand held hose with positive shut-off nozzle, bucket, or micro irrigation systems/equipment is encouraged.

- o Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to 1 year after planting, and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.*
- Irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or microspray systems are used.*
- Application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.*
- Irrigation is permitted for ground cover for fire protection purposes and erosion control;*
- Boats and vehicles shall be washed only at commercial wash facilities that recycle their wash water; or by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services;*
- Watering to maintain the level of water in swimming pools shall occur only when necessary. A pool cover shall be used to conserve water when the pool is not in use. Draining of pools or refilling shall be done only for health or safety reasons;*
- Irrigation of park and school ground areas with potable water will only be permitted during the twice weekly designated irrigation periods noted in the irrigation schedule and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary to maintain playing surface quality.*

Failure to comply and/or implement water conservation measures is punishable by a fine of up to one hundred dollars (\$100) for a first violation; two hundred dollars (\$200) for a second violation within one year and five hundred dollars (\$500) for a third and every additional violation within one year. Each day that a violation occurs shall constitute a new and separate offense and may be prosecuted as such (City of Oxnard 2015).

Mitigation Measures

With implementation of the following mitigation measures from the 2002 Addendum and the City's Mandatory Water Conservation Measures, water impacts were determined to be less than significant.

- 1. Prior to the issuance of an occupancy permit, the Project applicant shall provide a booster pump for the Proposed Project. The size of the pump would be determined upon consultation with the City of Oxnard Water Division.*
- 2. To reduce onsite water consumption, the Project applicant shall include low-flow bathroom fixtures and city-approved drought tolerant plant materials within the Project design prior to the issuance of a building permit.*
- 3. Prior to occupancy, landscaped areas shall be irrigated through low flow sprinkler heads or drip irrigation*
- 4. The Project shall implement the City of Oxnard Mandatory Water Conservation Measures outlined in City Council Resolution No. 14682.*

Drainage

Existing storm drains are located along the western and southern portions of the Project site with a 66-inch reinforced concrete pipe that runs parallel to Vineyard Avenue and a 78-inch reinforced concrete pipe located to the south of the site in a Ventura County Flood Control District easement. As calculated for the 1992 FEIR, the site was expected to generate approximately 8.4 cubic feet per second (cfs) of storm runoff during a 10-year storm event. This represented an increase of 0.7 cfs. The 1992 FEIR concludes that Project and cumulative impacts would be reduced to less than significant with implementation of recommended mitigation measures.

Because the Modified Project would not substantially alter the design layout of the planned uses from that which was originally analyzed, alterations in stormwater runoff generation rates and patterns are expected to be minimal. The Modified Project would develop a new parking structure where surface parking is currently provided. As opposed to water collecting and flowing off of the surface lot, water would be collected and conveyed through piping and design features incorporated into the new parking structure to locations where water could easily be captured by the City's drainage system. Additionally, construction activities would require a National Pollutant Discharge Elimination System (NPDES) permit by filing a Notice of Intent with the State Water Resources Control Board. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is also required by the conditions of this general permit to further minimize potential stormwater runoff impacts resulting from the Project. The 2002 Addendum did not identify any new or substantially greater impacts as a result of the Modified Project. The Proposed Project is identical to the Modified Project and would be subject to mitigation measures included in the 1992 FEIR as well as NPDES requirements adopted since that time. New requirements include the MS4 permit, which require the discharger to specify what best management practices will be used to address certain program areas. The program areas include public education and outreach; illicit discharge detection and elimination; construction and post-construction; and good housekeeping for municipal operations. With implementation of these requirements, the Proposed Project would not create any new or substantially greater impacts than what was identified in the 1992 FEIR and 2002 Addendum.

Mitigation Measures

With implementation of the following mitigation measures from the 1992 FEIR, drainage impacts were determined to be less than significant.

1. *Prior to the issuance of a building permit, the Project applicant shall provide a drainage plan for review and approval by the City of Oxnard and the Ventura County Flood Control District.*
2. *The Project applicant shall provide the Oxnard Public Works Department funds for the City drainage improvement program. These funds would be determined by the Oxnard Public Works Department.*
3. *During construction, the proposed parking structures shall be waterproofed and designed with a drainage pump.*

Transportation and Circulation

The transportation and circulation impacts of the Proposed Project would be similar to those described in the 1992 FEIR and 2002 Addendum.

Transportation Analysis

A traffic study was prepared for the 1992 FEIR that addressed potential Project and cumulative transportation impacts as well as parking impacts resulting from development of the Original Project. Under 1991 traffic conditions, the Oxnard Boulevard and Vineyard Avenue intersection southwest of the Project was operating at a level of service (LOS) E in the P.M. peak hour; below the City's acceptable level of LOS C. The Vineyard Avenue and St. Mary's intersection as well as the Vineyard Avenue and southern driveway intersection, which both have stop signs, were also operating at unacceptable levels under the existing conditions scenario. It was estimated that the Original Project would generate a total of 4,245 daily trips with 618 occurring during the A.M. peak hour and 610 occurring during the P.M. peak hour. Project-generated traffic was expected to result in a significant impact at three intersections:

1. Oxnard Boulevard and Vineyard Avenue
2. Vineyard Avenue and Esplanade Drive, and
3. Vineyard Avenue and the US 101 northbound entrance

The first two intersections would both operate at LOS F without the addition of Project traffic, while the third intersection would operate at LOS C prior to the addition of Project traffic. Additionally, the traffic study analyzed intersection impacts at locations outside the City boundaries, specifically, the Victoria Avenue and US 101 northbound intersection and the Victoria Avenue and US 101 southbound intersection in the City of Ventura. Although both intersections were operating at unacceptable levels, the addition of the Original Project-generated traffic would not result in a significant impact at these locations. Impacts to US 101 west of Vineyard Avenue were not considered significant under the Congestion Management Plan (CMP) standards.

The traffic study established a future traffic baseline in order to determine potential cumulative impacts. The future traffic scenario included the 1991 traffic condition plus projects that had been approved by the City or were in the process of being approved. The traffic study utilized the Oxnard Traffic Model (OTM), which is a land use based traffic model, to make reasonable cumulative forecasts. Under the future (year 2000 and 2020) traffic conditions without the Project, all of the studied intersections, except three, would operate at acceptable LOS levels. Year 2000 conditions included the addition of Project-related traffic and the City-planned 2000 circulation network improvements. Three intersections were forecasted to operate at LOS D or worse:

1. Oxnard Boulevard and Vineyard Avenue
2. Oxnard Boulevard and Gonzales Road, and
3. Vineyard Avenue and Stroube Street

Although improvements were identified that could help alleviate congestion, the intersection of Oxnard Boulevard and Vineyard Avenue would still not be improved to acceptable levels. Finally, the intersection of Oxnard Boulevard and Gonzales Road was identified as the location of a future intersection flyover (a high-level overpass built above the main overpass to resolve

traffic congestion), and by removing the volume of traffic contributed by the east and west through lanes, congestion would be reduced, thereby achieving an acceptable LOS.

Significant impacts were identified at three intersections under 2020 cumulative conditions:

1. Oxnard Boulevard and Vineyard Avenue
2. Vineyard Avenue and Myrtle Road, and
3. Vineyard Avenue and Stroube Street

As discussed previously, none of the planned improvements would achieve LOS C or better at the intersection of Oxnard Boulevard and Vineyard Avenue. However, identified improvements to the intersections of Vineyard Avenue and Myrtle Road and Vineyard Avenue and Stroube Street would achieve LOS C or better. Since the time the 1992 FEIR was prepared, the circulation network has been altered to accommodate the continued growth in the region and the City. The 2002 Addendum based analysis on a 2000 analysis in the vicinity of the Project site.¹ The three intersections that were initially projected to operate at an unacceptable LOS under year 2000 conditions in the 1992 FEIR were then operating at LOS C or better. Therefore, the Modified Project's-related impacts to the intersections operating at unacceptable levels, as previously identified in the 1992 FEIR, were found to no longer be significant. Furthermore, the freeway segment analyzed in the 1992 FEIR is also operating at acceptable LOS.

As part of the 2002 Addendum, future 2020 traffic volumes were evaluated based on the OTM. Because the Modified Project was accounted for in the 2020 buildout, traffic generated by the Project was accounted for. Under cumulative 2020 traffic conditions, only one of the three intersections previously identified as resulting in a significant impact would still result in an intersection impact (Oxnard Boulevard and Vineyard Avenue). The Modified Project would involve the same amount of square footage as originally proposed. Therefore, no new or substantially greater impacts beyond those identified in the 1992 FEIR would occur. Through the incorporation of the recommended mitigation measures and the payment of transportation development fees to the City of Oxnard, impacts were determined to be less than significant for all analyzed traffic scenarios.

The City of Oxnard 2030 General Plan Program EIR (Recirculated Draft, Nov. 2009), which incorporated an updated city-wide traffic model, also accounted for traffic generated by the project in the 2030 buildout. Under cumulative 2030 traffic conditions, the intersection of Oxnard Boulevard and Vineyard Avenue was projected to operate at LOS D, even after implementation of the PEIR Traffic Mitigation Plan (Impact 4.2-1). The 2030 General Plan Program EIR continued to consider cumulative impacts to this intersection as significant and unavoidable.

The currently Proposed Project involves the same type and amount of square footage in the 15-story tower as originally proposed in 1992 and 2002. As such, it would not introduce new trips to the City's circulation network that have not been accounted for in the OTM. The 2030 Oxnard General Plan traffic mitigation includes an improvement to add one through lane for south and northbound approach segments at the Oxnard Boulevard and Vineyard Avenue. This improvement is to be completed as part of the Oxnard Village project and Oxnard Boulevard's bicycle and pedestrian facilities project. However, this intersection would continue to operate at an unacceptable LOS. As such, mitigation measures that were initially required in the 1992 FEIR

¹ Crain and Associates, *Traffic Analysis For Oxnard RiverPark Specific Plan Development*, October 2001



and 2002 Addendum are continued in this addendum, including the collection of a fee, which is consistent with the 2030 General Plan PEIR analysis that the City shall mitigate traffic impacts by collecting impact fees². Consequently, no new or substantially greater impacts would occur with implementation of applicable mitigation measures contained in the 1992 FEIR.

Additionally, all traffic conditions of approval identified in the 2002 SUP Resolution No. 2002-59 (PZ 01-5-42) will remain in effect for the project, except as may be augmented or amended as part of development review. This includes the following conditions of approval:

125. Developer shall prepare a Circulation Master Plan for the entire Financial Plaza site. A Licensed Traffic Engineer shall prepare this master plan. No permits shall be issued until the Public Works Director approves the Circulation Master Plan. The Circulation Master Plan shall be fully implemented prior to occupancy of the building. (TR)
127. Developer shall widen the east and west legs of Esplanade Drive to provide four traffic lanes on each leg (two left lanes, one left/through lane and one right turn lane for eastbound; one left lane, one left/through lane and one through/right lane and one right turn lane for westbound Esplanade Drive. (TR)
128. Developer shall widen Vineyard Avenue to add a fourth northbound lane from approximately 500 feet south of Esplanade Drive to the Highway 101 northbound onramp and that the on-ramp to southbound Highway 101 from northbound Vineyard Avenue must be modified to accommodate two lanes turning from Vineyard Avenue. Said land for this widening shall be acquired from the property owner to the west. (TR)
129. Developer shall hire a registered traffic engineer approved by the City to develop a neighborhood traffic management plan after consultation with the neighborhood for the area between Gonzales Road and Route 101 and between Oxnard Boulevard and Almanor Street. After the City Council approves the plan, Developer shall sign contracts and pay \$60,000 (or less if the contract calls for less) for the installation of the recommended measures prior to issuance of building permits. City will credit the cost of the measures against the standard City traffic impact fee paid by Developer when obtaining building permits.

Bicycle and Pedestrian Circulation Analysis

Policies and implementation measures provided in the 2030 General Plan are designed to minimize transportation impacts through the establishment of design and LOS standards for a variety of circulation, traffic, transit, and non-motorized transportation modes (see 2030 General Plan policies ICS-8.1 through ICS-8.12). Specifically, Policy ICS-8.12 requires that new development treat pedestrian and bicycle circulation as equal to or preferred to vehicular access in site design including, but not limited to, access to neighborhood and commercial shopping centers, schools, and parks. The City of Oxnard Bicycle & Pedestrian Facilities Master Plan was approved in 2011 to implement the policies under Goal ICS-8 of the 2030 General Plan. In the Bicycle and Pedestrian Facilities Master Plan, Vineyard Avenue is a prioritized proposed roadway to include a Class II bicycle lane. A Class II bikeway is a striped and stenciled lane for one-way travel on a street or highway in addition to the roadway lanes for vehicles. With the

² 2030 General Plan Program EIR Recirculated Draft, Nov. 2009, pg 2.1-15



proposed improvement to include a bicycle lane to Vineyard Avenue, west of the project site, impacts related to bicycle facilities would be less than significant.

Pedestrian walkways are identified in the Proposed Project site plan (see Figure 4). The walkways are between each building and proposed parking structures in the Financial Plaza. The proposed improvements to pedestrian access to the Proposed Project and Financial Plaza as a whole would reduce Project-related impacts to a less than significant level.

Parking Analysis

A parking analysis was prepared for the Modified Project in 2001 in order to determine the actual peak parking demand for the entire existing site. Actualized parking demand for the existing site was calculated at 1,533 parking spaces.³ Based on this figure, additional forecasts were calculated to determine actualized parking requirements for the site upon completion of the Project. Utilizing this calibrated parking demand model developed for the Modified Project, a total of 2,800 spaces were determined to be required for the entire Financial Plaza at buildout.⁴ Currently there are 2,366 spaces within the Financial Plaza. Once the planned spaces are developed as a result of the Modified Project, the entire Financial Plaza would contain 2,817 parking spaces, which is 17 spaces above what is currently required. Because the Proposed Project is identical to the Modified Project studied in the 2002 Addendum, it would not create any new or substantially greater impacts than what was identified in the 1992 FEIR and 2002 Addendum.

Mitigation Measures from 2002 Addendum

With the implementation of the following mitigation measures, traffic impacts are determined to be less than significant.

1. *Prior to issuance of a building permit, the Project applicant shall pay traffic fees as established by the City of Oxnard to reduce cumulative roadway impacts.*
2. *The Proposed Project is required to comply with all applicable regulations of Section 16-631 of the Oxnard Municipal Code with regards to trip reduction measures.*

CONCLUSIONS

As discussed above, the proposed extension of the SUP (PZ 01-5-42) for the Financial Plaza Tower III Project would not result in any physical changes from the Original Project considered in the 1992 FEIR or the Modified Project considered in the 2002 Addendum. As such, it would not result in any significant environmental impacts beyond those identified in the 1992 FEIR and 2002 Addendum for the Project.

³ This utilization rate was based on parking demand at 11:30 am Monday through Friday. Updated Parking Analysis Oxnard Financial Plaza, Penfield and Smith, September 2001

⁴ Updated Parking Analysis Oxnard Financial Plaza, Penfield and Smith, September 2001



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ATTACHMENT #4
Planning Commission Staff Report
July 20, 2017



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Kathleen Mallory, AICP, LEED Green Associate, Planning Division Manager

DATE: July 20, 2017

SUBJECT: Planning and Zoning Permit No. 16-670-01 (Amendment No. 1 to Development Agreement No. 02-670-01), and Addendum No. 2017-01 to the Final Environmental Impact Report. Located at 450 E. Esplanade Drive south of Highway 101 (Ventura Freeway) between the Vineyard Avenue and Rose Avenue freeway exits. Filed by Jim Brooks, TOPA Management Company, 1800 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067.

- 1) Recommendation:** That the Planning Commission adopt a resolution for the following:
 - i) Recommend City Council approval of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) 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
 - ii) Recommend City Council approval of Planning and Zoning Permit No. 16-670-01 for an Amendment to Development Agreement No. 02-670-01.

- 2) Project Description and Applicant:** TOPA Management Company (herein defined as "Applicant") is seeking approval to extend the duration of their previously approved Development Agreement (DA No. 02-670-01) by two years; this would bring the full term of the previously approved DA to 17 years. The original DA that was granted in 2002 extended the duration of a Special Use Permit (SUP; PZ 01-5-42) for 15 years to allow the construction of a 15-story commercial office building including two parking structures (herein known as Financial Plaza Tower III project). Due to the amount of time since the project was originally approved, the DA Amendment (DAA) also includes a requirement for administrative review and compliance with current Uniform Codes. Filed by Jim Brooks, TOPA Management Company, 1800 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067.

- 3) Existing & Surrounding Land Uses:** The 30-acre Financial Plaza campus is located in the Rio Lindo neighborhood in the Northeast Community of the City of Oxnard, and is bounded by the Ventura Freeway (Highway 101) to the north and east, Vineyard Avenue to the west, and St. Mary's Drive and single-family residential to the south. The Financial Plaza campus is presently developed with two office tower buildings (21-story & 13-story), a 6-story hotel, four 1 to 2 story office buildings, a 4-story parking structure, surface parking and a park area and tennis courts. The proposed 15-story office tower and two parking structures

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are located in the center and south portions of the Financial Plaza campus, displacing existing surface parking and the 1-acre park area. Maps depicting the site location and land use areas are provided in Attachment A.

In 2015, an SUP was approved (SUP; PZ 15-520-03) to permit outdoor weddings within the park area – in the same location where a parking structure for the Financial Plaza Tower III was approved in 1992 and 2002. The SUP for the wedding use was approved with the stipulation that the wedding use will be terminated when the Financial Plaza Tower III development is pursued (Planning Commission Staff Report PZ 15-520-03, October 15, 2015).

Surrounding Zoning, General Plan designations, and Land Uses are as follows:

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Site	C-2-PD	Commercial Office (COF)	Outdoor patio area, Jogging track & Parking
North	C-2-PD	Commercial Office (COF), Regional Commercial (CR) and General Commercial (CG)	Commercial uses and Existing high rise office building
South	R-1	Low Density Residential (RL)	Existing single family residences
East	C-2-PD	Commercial office (COF)	Existing commercial office and hotel
West	C-2-PD	Commercial office (COF), and General Commercial (CG)	Existing high rise office building

- 4) Background Information:** In December 1992, the Planning Commission approved (Special Use Permit [SUP] No. 1423) for a 15-story (approximately 218 feet) commercial office building totaling 309,429 square feet (sf) and one six-level parking structure (Parking Structure A). In March of 1997, the City Council reapproved the SUP and granted a one time only three year extension of the SUP; this extended the SUP approval until February 2000.

On July 18, 2002, the Planning Commission approved Resolution No. 2002-59 (PZ 01-5-42) for an SUP (herein after “2002 SUP”) to construct a modified project that included the original 15-story office building, but decreased the size of the Parking Structure A from six-levels down to four-levels and added a 2-level parking structure (Parking Structure B; “Modified Project”) and an Addendum to the 1992 FEIR (hereafter referred to as the “2002 Addendum – including SUP permit conditions) (see Attachment B). Two deviations were also approved – exceeding the 35 foot C-2-PD height limit to construct a 218 foot tower and administrative parking relief through approval of a parking study. With the July 2002 approval, the Planning Commission approved Resolution No. 2002-60, recommended City Council approval of Development Agreement (DA) No. 02-670-01 between the City and the Project proponent (Deusenberg Investment Company) to extend the life of the SUP for 15

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years.

On September 10, 2002, the City Council approved Resolution No. 12,232 upholding the Planning Commission's approval of the 2002 SUP for the Modified Project. The SUP included, as a standard condition of approval, an expiration date of 24 months unless the project was under development. On September 17, 2002 the City Council adopted Ordinance No. 2606 approving DA No. 02-670-01 between the City and the applicant to extend the life of the SUP for 15 years. The Development Agreement became effective on October 17, 2002 and remains in effect until October 17, 2017. Development of the 2002 SUP would remove 739 surface parking spaces, but add 1,190 new parking spaces in Parking Structures A and B, resulting in a total of 2,817 parking spaces. This number exceeds by 17 spaces the required number of parking spaces identified under the parking analysis for the site. A summary of parking space locations is provided in Table 1 of the 2017 Addendum (Attachment C.) The parking for the Financial Plaza Tower III project was approved under the 2002 SUP and no changes are proposed; at this time the applicant is only seeking a DAA for a time extension to implement the previously approved 2002 SUP.

5) Environmental Determination: In accordance with Section 15080 of the California Environmental Quality Act (CEQA) Guidelines, in 1992 the City of Oxnard prepared a Final Environmental Impact Report (FEIR No. 89-4; State Clearinghouse No. 1990019238) to analyze the potential environmental effects of the project. The FEIR identified mitigation measures for potential concern which included: a) Aesthetics – light & glare, privacy; b) Air Quality; c) Land Use - density; d) Noise – short term construction; e) Public Services and Utilities; f) Socioeconomics/ Housing; d) Transportation/parking and e) Water Supply. The FEIR also included a Statement of Overriding Consideration for cumulative impacts related to solid waste until such time that waste diversion was 25 percent of total solid waste generated from the planned land uses. This impact was relieved in 1996 with the opening of the City's Regional Materials Recovery and Waste Transfer Facility, which removes recoverable material before transferring the refuse to a landfill for disposal and improved the City's waste diversion rate to approximately 66%.

Pursuant to CEQA Sections 15162 and 15164, in 2002 the City prepared an Addendum (No. 2002-15) to the FEIR to review the minor changes to the project (addition of a parking structure) proposed under the 2002 SUP and evaluated changes in circumstances that may have occurred following approval of the original FEIR. The analysis of the project indicated that changes in the project and circumstances would not result in any new significant impacts or any substantial increase in the severity of the impacts identified for the project in the FEIR. A number of new mitigation measures were recommended and all impacts could be mitigated to a level of insignificance.

Similar to 2002, since no changes or revisions are proposed to the Financial Plaza Tower III Project and this merely involves a DAA, an Addendum (No. 2017-01) to the previously approved FEIR was prepared to evaluate changes in environmental or regulatory circumstances that may have occurred since the prior Addendum was prepared 15 years ago. The Financial Plaza Tower III Project was included in the City's cumulative assumptions and

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infrastructure analysis within the 2030 General Plan, and incorporates updated data from the 2030 General Plan EIR. The Addendum also includes review of Greenhouse Gas Emissions/Climate Change and Tribal/Cultural Resources, which was not required in the prior documents. The Project would have no new or substantially greater impacts beyond those identified in the FEIR and Addendum, and all mitigations recommended in the 1992 FEIR and 2002 Addendum would apply to the Proposed Project. Pursuant to State CEQA guidelines, circulation of an Addendum for public review is not required. (see Attachment C).

6) **Analysis:**

a) General Discussion: The Applicant is not seeking approval to develop a new project; they are seeking a DAA to allow an additional 24-months to develop a previously approved project. For the Financial Plaza Tower III project, the existing DA guaranteed the right to develop under the 2002 SUP for 15 years without further discretionary approval; this approval expires on October 17, 2017. The applicant is requesting a 24-month extension of the DA to allow the City time to discuss the City's needs and renegotiate the DA. No changes to the approved project are proposed. Additionally, all conditions of approval from the 2002 SUP Resolution No. 2002-59 (PZ 01-5-42) remain in effect, except as augmented or amended as part of development review.

A DA is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property. It is a legally binding contract between a property owner or developer and a local government, often including terms not otherwise required through existing regulations. These agreements can specify various elements of the development process ranging from phasing of a larger master-planned community, to tax-sharing for retail development, to critical infrastructure responsibilities.

The requested DAA includes the following revisions:

- i) Amend Sections 10, 11.1, and 22 of the Development Agreement to extend by 24 months the approval of a Special Use Permit (SUP; PZ 01-5-42) for the Financial Plaza Tower III by replacing the term "15 years," with "17 years";
- ii) Amend Sections 11.1 to 11.5, and 12.3 of the Development Agreement requiring that the project comply with the Uniform Codes;
- iii) Amend Sections 11.1 and 12.1 of the Development Agreement to require an administrative design review process for the Financial Plaza Tower III project; and
- iv) Amend Section 20 of the Development Agreement to update the noticing requirements (see Attachment D – Sept. 2002 DA and Proposed First Amendment to DA, Sept. 2017).

Due to the amount of time that has lapsed since the project was originally approved in 1992 (25 years ago) and modified in 2002 (15 years ago), staff is recommending that the DAA also include administrative review through a design review process. Such review would allow the Development Advisory Committee (DAC) department representatives to review and condition the project to comply with Uniform Codes and address current standards, such as safety design requirements that have changed significantly over the past ten to twenty years. For example, many Police Department conditions today are written to address Crime Prevention Through Environmental Design (CPTED) strategies, which weren't implemented until about 2005 (Scott Swenson, Oxnard Police Department, June 2017). On-site Fire Department equipment requirements for response to fires in high-rise buildings have also changed substantially over the last ten years (Sergio Martinez, Oxnard Fire Department, June 2017). The addition of administrative design review would not negate the project's existing approvals under the 2002 SUP. The project would not return to the Planning Commission for further approval unless major revisions to the project are proposed by the applicant.

- b) General Plan Consistency:** The General Plan land use designation on the subject site is Commercial Office (COF); this land use designation allows for limited retail and service uses and is typically located between residential uses and retail commercial uses or arterials. The General Plan establishes a maximum floor area ratio (FAR) of 0.60 for the commercial office land use designation. However, in February 1993, the City Council granted a General Plan Amendment (GPA) on the subject site to permit a maximum FAR of 0.93 for the financial complex (Towers and associated development within the esplanade complex). With construction of the third tower and the associated parking structures, the actual FAR for the project area would be 0.93, which is in compliance with the GPA granted for the project area in February 1993.

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 as follows:

- 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	2030 GENERAL PLAN POLICY OR TITLE	EXPLANATION
CD-1.2	I	Infill Development, Priority to Mixed Use: Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	The DAA would facilitate future development of an office building on an infill parcel, as opposed to locating such facility on farmland. Development of office space would be in close proximity to new residential development at the Wagon Wheel/Village Specific Plan and RiverPark Specific Plan.
CD-1.7	I	Compact Development: Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.	The DAA facilitates future development of 309,429 sf of office space within an attractive 15-story high-rise adjacent to existing 21-story and 13-story high-rise structures.
CD-5.2	I	Compatible Land Use: Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.	The proposed land use would involve office building, parking structures and vehicle parking, which would generally be compatible with sensitive land uses to the south and existing office buildings to the west and northeast of the proposed facility.
CD-1.9 CD-1.10	I	Commute Reduction and Jobs-Housing Balance: Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas. And Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	The DAA would facilitate future development of an office building in close proximity to new residential development at the Wagon Wheel/Village Specific Plan and RiverPark Specific Plan.
CD-9.5	I	High Rise Development: Ensure that high-rise buildings are sited and developed so as to mitigate and minimize impacts on adjacent neighborhoods.	Project has been reviewed in an FEIR and two Addendums for aesthetic and compatibility impacts on adjacent residential neighborhood. Mitigations include the provision of 60' tall trees (Canary pine, Mondale pine & Coastal redwood) along the southern border of the project.
CD-16.5	I	Industrial and Commercial Development Standards: Require high quality development standards that increase the efficient use of existing industrial and commercial development areas so as to preserve agricultural land and minimize adverse environmental impacts.	The proposed Project will utilize an existing commercial space and will not encroach upon any agricultural lands.

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POLICY	LEVEL	2030 GENERAL PLAN POLICY OR TITLE	EXPLANATION
ICS-1.2	I	Development Impacts to Existing Infrastructure: 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 Project has been reviewed within the Addendum for impacts to Public Services and Utilities, and appropriate mitigation measures are required.
ICS-9.2	I	Development Has Adequate Parking: Review development proposals to encourage shared parking use and ensure adverse parking impacts are minimized or avoided.	The proposed Project includes the construction of two parking structures, which will provide sufficient parking for the proposed tower and existing businesses in the Financial Plaza. Parking has also been reviewed within the FEIR Addendum and no new or increase in impacts will result from the proposed DAA.
CD-4.4 CD-14.1 CD-14.2 CD-14.3 ER-10.1	II	Commercial Area Aesthetics. Design Review Process Development Advisory Committee Functions Quality of Design Promote use of Native and Water Wise Plants	Future construction of a Project would require approval of a DDR Permit. The Development Advisory Committee (DAC) review of the Tower under a DDR would ensure such project meets these Level II policies.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed DAA and foreseeable subsequent development

Based upon the analysis supporting the 2002 SUP approval, the project was consistent with the 2020 General Plan. Based on the above analysis, the proposed DAA and foreseeable development are consistent with the 2030 General Plan and the property's land use designation.

- 7) Development Advisory Committee:** Since no changes to the SUP are proposed, DAC review is not required for the DAA. With the DAA, any future construction of the project will be subject to review by DAC and will be required to comply with all the current provision of the Uniform Building Code and City conditions of approval.

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- 8) Community Workshop:** This project is a request for a two year extension of a DA. In the future, when the DA provisions are identified, a community workshop will be conducted.
- 9) Appeal Procedure:** The Planning Commission's action is a recommendation to the City Council. This matter will be presented to the City Council in September 2017.

Attachments:

- A. Plans (Vicinity, General Plan, Zoning, Aerial, Site Plan, Elevations)
- B. Resolution No. 2002-59 for Special Use Permit PZ 01-5-42
- C. Final Addendum No. 2017-01
- D. Development Agreement and Proposed First Amendment to Development Agreement
- E. Resolution Recommending Approval

ATTACHMENT #5

Planning Commission Resolution No. 2017-15

Approved July 20, 2017

RESOLUTION NO. 2017-[PZ 16-670-01]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 02-670-01 (PLANNING AND ZONING PERMIT NO. 16-670-01); RECOMMENDING THAT CITY COUNCIL CERTIFY ADDENDUM NO. 2017-01 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 89-4 FOR THE FINANCIAL PLAZA TOWER III AND IMPOSE MITIGATION MEASURES IDENTIFIED WITHIN SAID ADDENDUM ON THE PARCELS KNOWN AS APN: 142-0-022-615 AND 142-0-022-625 BASED UPON THE PROJECT DESCRIPTION EVALUATED WITHIN ADDENDUM NO. 2017-01. FILED BY JIM BROOKS, TOPA MANAGEMENT COMPANY, 1800 AVENUE OF THE STARS, SUITE 1400, LOS ANGELES, CA 90067.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit 16-670-01 (the **“Project”**), a proposed amendment to Sections 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 of Development Agreement No. 02-670-01 (Development Agreement) between the City and the Project proponent, Deussenberg Investment Company/TOPA Management Company; (collectively referred to **“Applicant”** or **“Developer”** in the record of proceedings); and

WHEREAS, the Development Agreement Amendment (DAA) shall include the following updates:

- i) Amend Sections 10, 11.1, and 22 of the Development Agreement to extend by 24 months the approval of a Special Use Permit (SUP; PZ 01-5-42) for the Financial Plaza Tower III by replacing the term “15 years,” with “17 years”;
- ii) Amend Sections 11.1 to 11.5 and 12.3 of the Development Agreement requiring that the project comply with the Uniform Codes;
- iii) Amend Sections 11.1 and 12.1 of the Development Agreement to require an administrative design review process for the Financial Plaza Tower III project; and
- iv) Amend Section 20 of the Development Agreement to update the noticing requirements.

WHEREAS, on July 20, 2017, the Planning Commission conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the DAA, considered applications for Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01), and considered certification of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to the California Environmental Quality Act (“CEQA”); and

WHEREAS, in 1992 the Planning Commission certified a Final Environmental Impact Report (FEIR No. 89-4; State Clearinghouse No. 1990019238) and approved Special Use Permit [SUP] No. 1423 for a 15-story Financial Plaza Tower III and 6-level parking structure; and

WHEREAS, in July 2002 the Planning Commission approved Resolution No. 2002-59 (PZ 01-5-

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42) and certified Addendum No. 2002-15 to Final EIR 89-4 to construct a Modified Project (SUP; PZ 01-5-42), including the 15-story Financial Plaza Tower III and two parking structures (2-level, 239 parking spaces & 4 level, 951 parking spaces) in the Financial Plaza; and

WHEREAS, all conditions of approval in Resolution No. 2002-59 for the approved SUP (PZ 01-5-42) remain in effect, except as augmented or amended as part of development review; and

WHEREAS, in September 2002 the City Council approved Resolution No. 12,232 upholding the Planning Commission's approval of Modified Project (SUP; PZ 01-5-42), and adopted Ordinance No. 2606 approving DA No. 02-670-01 between the City and the Project proponent to extend the life of the SUP for 15 years. The Development Agreement became effective on October 17, 2002 and remains in effect until October 17, 2017; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning and Environmental Services Division has determined that minor changes are proposed to an earlier similar version of the project for which a Final Environmental Impact Report (FEIR) (State Clearinghouse No. 1990019238) was previously certified; that no changes are proposed to an earlier version of the project for which an Addendum (No. 2002-15) to the FEIR was certified; and that an Addendum is the appropriate environmental document to evaluate changes in circumstances that may have occurred since the FEIR was prepared 25 years ago and the prior Addendum was prepared 15 years ago and, and has prepared Addendum No. 2017-01 thereto; and

WHEREAS, the Planning Commission has considered the FEIR and Addendum No. 2017-01 to the FEIR, before adopting this resolution and makes the findings of fact regarding the environmental impacts associated with the project identified in Attachment A of this resolution, attached hereto and incorporated herein by reference; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to recommend adoption of Addendum No. 2017-01 is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that that the content of DAA No. 16-670-01 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

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WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who work, visit, or live in the proposed development in particular; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, of the City of Oxnard recommends that the City Council: (i) adopt an ordinance approving Planning and Zoning Permit No. 16-670-01 (Amendment No. 1 to Development Agreement No. 02-670-01) to amend Section 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 as shown in Exhibit A hereto attached; (ii) certify Addendum No. 2017-01 for the Financial Plaza Tower III (SUP; PZ 01-5-42); and (iii) impose mitigation measures identified within said Addendum on the parcels known as APN: 142-0-022-615 and 142-0-022-625 based upon the project description evaluated within FEIR No. 89-4 and Addendum No. 2017-01.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of July 2017 by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

 Deirdre Frank, Chairman

ATTEST: _____
 Kathleen Mallory, Secretary

ATTACHMENT #6

Development Agreement for Tower III,
September 2002

And

Proposed First Amendment To Development Agreement,
September 2017

A-6133

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF OXNARD
CITY CLERK'S OFFICE
305 WEST THIRD STREET
OXNARD, CA 93030

Record for the benefit of the City
of Oxnard pursuant to Govt. Code
Section 6301

**DEVELOPMENT AGREEMENT
FOR
TOWER III FOR FINANCIAL PLAZA
BETWEEN THE CITY OF OXNARD
AND
DUESENBERG INVESTMENT COMPANY**

**APPROVED ON: SEPTEMBER 17, 2002
ORDINANCE NO.: 2606**

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DEVELOPMENT AGREEMENT

Section 1. Parties and Date. This Development Agreement ("Agreement") is made and entered into in Ventura County, California, this 17th day of October, 2002 by and between the CITY OF OXNARD, a municipal corporation organized and existing under the laws of the State of California ("City"), and DUESENBERG INVESTMENT COMPANY, a California partnership ("Owner").

Section 2. Background and Defined Terms. California Government Code sections 65864 et seq. provide that the City Council of the City may enter into an agreement for the development of real property in order to vest certain rights in Owner and to meet certain public purposes of the City. The City Council for the City has previously adopted Resolution No. 8139 establishing procedures and requirements for the approval of development agreements. Owner has applied to the City pursuant to Resolution No. 8139 for approval of this Agreement providing for the respective obligations and rights of the parties set forth herein. The defined terms shall have the meanings set forth on Schedule 1, attached hereto and incorporated herein by this reference.

Section 3. Reasons for Agreement.

(a) The City and Owner desire to enter into this Agreement in order to facilitate the development of an office and related facilities project (as defined more fully in Schedule 1 and referred to as the "Project") on certain property owned by Owner consisting of approximately 7.65 acres which is described in Exhibit "A" and shown on the map set forth on Exhibit "B", both of which are attached hereto and incorporated herein by this reference (the "Property").

(b) By entering into this Agreement, the City provides assurance to Owner and its successors and assigns that the Project can be constructed on the Property, thereby reducing actual or perceived risk to development and encouraging new and existing business in the City. In doing so, the City is fostering quality economic growth for the City, thereby advancing the socio-economic interests of its residents.

Section 4. Procedures.

(a) City acknowledges that the City has given notice of its intention to adopt the proposed Agreement, has conducted public hearings thereon pursuant to Government Code section 65867 and Resolution No. 8139, and has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, and land use standards specified in the City's 2020 General Plan and other relevant plans, policies and ordinances.

(b) As part of the process of approving the Project, the City has undertaken, pursuant to the California Environmental Quality Act ("CEQA"), the required analysis of the environmental effects that could be caused by the Project. In addition to other matters which would be caused by the Project, the City scrutinized, with particular care, the adverse impacts associated with vehicular traffic conditions within the City and the availability of adequate levels of public services and facilities within the City, including, without limitation, water availability, sewage treatment, police protection and fire protection. The City has imposed a series of mitigation measures in connection with the development of the Project to eliminate the anticipated adverse impacts on the City's traffic conditions and on the levels of public services and facilities within the City. On July 18, 2002, the City's Planning Commission adopted Planning Commission Resolution No. 2002-59, and on September 10, 2002 the City Council adopted City Council Resolution No. 12,232, each finding the Addendum with the Final Environmental Impact Report for the Financial Plaza Tower III Project (City EIR No. 89-4) and the mitigation measures contained therein, as being complete, adequate and complying with CEQA ("EIR Addendum").

(c) On Jul 18, 2002, the City's Planning Commission adopted both Planning Commission Resolution No. 2002-59 approving the special use permit ("SUP") and Planning Commission Resolution No. 2002-60 recommending approval of the City Council of this Agreement. On September 10, 2002, the City Council adopted City Council Resolution No. 12,232 approving the SUP. On September 17, 2002, the City Council adopted Ordinance No. 2606 approving this Agreement, and this Ordinance became effective on October 17, 2002.

Section 5. Entitlements and Findings. Owner acknowledges that the following entitlements, policies, and findings have been adopted by the City and applied to the Project:

(a) The 2020 General Plan provides for office and other business development for the area in which the Project will be located;

(b) The Project is consistent with the 2020 General Plan;

(c) The Project is providing, among other benefits, its fair share of traffic mitigation by participation and payment of special taxes for traffic improvements under City of Oxnard Community Facilities District 2000-3; and

(d) The SUP.

Section 6. Future Binding Nature of Agreement. City acknowledges that by electing to enter into contractual obligations such as this Agreement, the obligations of which shall survive beyond the term or terms of the present City Council members, such action will serve to bind the City and future city councils to the obligations thereby undertaken, and this Agreement shall limit the future exercise of certain governmental powers of the City. By obligating the City pursuant to this

Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring action to some undetermined future date.

Section 7. Extensive Review and Basis for Agreement. The terms and conditions of this Agreement have undergone extensive review by City staff and the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable. The City Council finds that the economic interests of the City's residents and the public health, safety and welfare will be best served by entering into this Agreement.

Section 8. Relationship of the Parties. Owner represents to the City that Owner is the owner of the Property in fee simple absolute and hereby specifically acknowledges that the Project is a private development and that neither the City nor Owner will be deemed to be the agent of the other for any purpose whatsoever.

Section 9. Construction of Improvements. City agrees that Owner may construct the improvements contemplated by the SUP in accordance with this Agreement in whole or in part during the Term of this Agreement so long as Owner is not in breach of this Agreement.

Section 10. Term. The Term of this Agreement is 15 years from the Effective Date.

Section 11. Agreements and Assurances on the Part of the City. In consideration for Owner entering into this Agreement, and as an inducement for Owner obligating itself to carry out the covenants and conditions set forth in this Agreement and the SUP, the City hereby agrees during the Term as follows:

11.1 Right to Develop. During the Term of this Agreement, Owner shall have the vested right to develop the Project in accordance with and subject to the terms and conditions set forth in this Agreement and the SUP. Development of the Project as described in this Agreement and in accordance with the SUP shall require no further discretionary approvals. This Agreement and the SUP shall constitute an allocation of all such development rights as are necessary to assure that the Project may be completed, without delay, under any regional land use plan or any program governing sewer, water, or air quality, or some other such plan, law or program governing land use or development or the timing thereof that may be or may become applicable to the Project insofar as such matters can be or are within the exclusive control of the City. City and Owner intend to cause all development rights which may be required to develop the Project in accordance with the SUP to be deemed vested in Owner for 15 years in accordance with and upon the Effective Date of this Agreement to the greatest extent permitted by law.

11.2 Development and Control of Development. The City shall control and administer the development of the Project in accordance with the terms

and conditions of this Agreement, the SUP and such Applicable Rules as are necessary and applicable as of the Effective Date, as provided below.

11.3 Permitted Density, Height and Uses. The permitted uses, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, and other standards of project design applicable to the Project shall be those set forth in the SUP and in the Applicable Rules. The City hereby agrees that the land uses set forth in the SUP are approved and that no further discretionary action on the part of the City shall be required, except as otherwise provided in this Agreement or the SUP. Owner's failure to develop the Project shall not result in any liability of Owner, except as expressly provided for in this Agreement.

11.4 Ministerial Processing by City. The City's ministerial actions for the Project shall be in accordance with the SUP and the Applicable Rules. In the event of a conflict between the SUP and the Applicable Rules, the SUP shall govern. Owner shall pay all standard and non-discriminatory Processing Fees and Charges for building permits, administrative plan check, and similar fees associated with development of the Project at the rate in existence at the time said fees are normally required to be paid to the City. Nothing herein shall be construed to limit the City's power of eminent domain.

11.5 Rules, Regulations and Official Policies.

11.5.1 General Statement.

(a) The City desires to cause all development rights which may be required to develop to completion the Project with buildings and related improvements to be deemed vested in Owner, as of the Effective Date, to the greatest extent permitted by law and to the extent consistent with the SUP, and to be free of all discretionary rights of the City or any body or agency thereof, except as herein provided, to impose any subsequent building moratoriums or restrictions on development which are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing or sequencing of the construction of the Project.

(b) Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 3 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing and controlling the parties' agreement, the City and Owner intend to avoid such a result by hereby acknowledging and providing for the right of Owner to develop the Project in accordance with the SUP in such order and at such rate and times as Owner deems appropriate within the exercise of its sole and subjective business judgment except as specifically stated otherwise in this Agreement.

11.5.2 Existing Rules and SUP to Govern. In accordance with the provisions of Government Code section 65866, the City and Owner, each to the extent

legally permissible, agree that, except as otherwise provided in this Agreement, the Applicable Rules and the SUP shall govern during the Term of this Agreement. Except as otherwise provided in this Agreement, no amendment to, revision of, or addition to any of the Applicable Rules without Owner's written approval or election by written notice to City, whether adopted or approved by the City Council or any office, board, commission or other agency of the City, or by the people of the City through charter amendment, referendum or initiative measure, shall be effective or enforceable by the City with respect to the Project, its design, density, grading, zoning standards, schedule of development, except as set forth in the SUP or as expressly provided below in Subsections 11.5.3 and 11.5.4 (the provisions of Subsections 11.5.3 and 11.5.4 are collectively referred to herein as the "**Reservations of Authority**"). Consistent with this Subsection 11.5.2 and Subsection 11.5.3 below, the City and Owner, each to the extent legally permissible, specifically agree that any subsequently enacted initiatives, referendums, or amendments to the 2020 General Plan and/or Zoning Code which contain "slow/no growth" measures, or which by their terms are intended to or by operation have such effect shall have no application to the Project. Notwithstanding any such measures, the mitigation measures required for the Project are limited to those established by this Agreement and the SUP, and the Project shall not be included in any new assessment district, community facilities district or other mechanism to mitigate impacts of new development or otherwise finance new infrastructure unless all property within the City is included on an uniform basis (e.g., new water quality improvements required for existing and new development). For purposes of the preceding sentence, City of Oxnard Community Facilities District 2000-3 shall be applicable and not considered "new."

11.5.3 Subsequent Actions. Except for Applicable Rules, this Agreement shall not prevent the City in subsequent actions applicable to the Project from applying new rules, regulations and policies, if they do not have the effect of materially interfering with the substantive benefits conferred by this Agreement or do not reduce any of the uses of the Project.

11.5.4 Federal, State and Health and Safety Laws. This Agreement shall not preclude the application to the development of the Project of changes in ordinances, resolutions, rules, regulations, laws, plans or policies which are deemed necessary by the City to serve health and safety interests of the public, as supported by appropriate findings as to the basis for applying such changes to the development of the Property, or which are specifically mandated and required by changes in state or federal laws or regulations, as provided for in Government Code section 65869.5; provided, that to the maximum extent permitted by law, such ordinances, resolutions, rules, regulations, laws, plans and policies shall be construed and applied in a manner to preserve the benefits to Owner under this Agreement. In the event any such changes prevent or preclude compliance with one or more provisions of this Agree-

ment, the City and Owner shall take such action as may be required pursuant to this Agreement. The City and Owner acknowledge and agree that the City is restricted in its authority to limit police power by contract and that the foregoing are intended to reserve to the City all of its respective police power which cannot be so limited. Notwithstanding the foregoing, this Agreement shall be construed, contrary to its stated terms if necessary, to reserve to the City all such power and authority which cannot be restricted by contract.

Section 12. Cooperation; Implementation.

12.1 Permit Review. The City shall have the authority to review applications for building permits as required by law and to conduct its development review of any specific improvements proposed for the Project pursuant to the applicable provisions of the Oxnard City Code which are in effect as of the Effective Date; provided, however, no such review shall authorize or permit the City to impose any condition and/or withhold approval to any proposed building, the result of which would be inconsistent with any term or provision of this Agreement or the SUP. The City and Owner agree that the City shall in all events provide reasonable alternatives in the event that the City disapproves any improvement as proposed.

12.2 Other Governmental Permits. In addition, Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall assist and cooperate with Owner in its endeavors to obtain such permits and approvals. With respect to obtaining such permits, approvals and services, the City may consider entering into agreements with any such entity, including, but not limited to, agreements of joint powers pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.) or the provisions of other laws. Owner shall reimburse the City for all direct costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Owner has requested the City to enter into such agreement. If any such agreement is requested by Owner, Owner shall defend the City in any challenge by any person to any such agreement and shall reimburse the City for actions requested by Owner any reasonable costs and expenses incurred by the City in enforcing any such agreement. Any fees, assessments or other amounts payable by the City thereunder shall be borne by Owner, except where Owner has notified the City in writing, prior to the City entering into such agreement, that Owner does not desire for the City to execute such agreement.

12.3 Filing Additional Entitlement Applications. The SUP shall remain valid for the Term of this Agreement. Notwithstanding anything to the contrary contained, Owner shall have the right to file for a new SUP and other new entitlement applications for the Project, provided any such new applications filed for the Project shall be reviewed in accordance with the Applicable Rules.

12.4 Administrative Changes and Adjustments. The City and Owner acknowledge that refinements and further development of the Project may demonstrate

that changes are appropriate with respect to the details and performance of the Parties under this Agreement. The City and Owner desire to retain a certain degree of flexibility with respect to the details of Project development and with respect to those items covered in general terms under this Agreement. If and when the Parties find that changes or adjustments are necessary or appropriate, they shall, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments approved by the appropriate City departments. After execution, such changes or adjustments shall be attached to this Agreement as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the Parties. Any such administrative changes or adjustments shall not be deemed to be an amendment to this Agreement under Government Code section 65868, and unless otherwise required by law, no such administrative adjustments shall require prior notice or hearing.

12.5 Project Approvals Independent. All project approvals which may be granted pursuant to this Agreement and all land use entitlements or approvals generally which have been issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for default, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such project approvals or other land use approvals and entitlements for the Project already approved by the City. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and conditions of approval. It is understood by the parties to this Agreement that such approvals and entitlements shall not only remain valid for the term of this Agreement so long as this Agreement is in full force and effect, but also for the term of such approvals and entitlements.

Section 13. Remedies for Breach.

(a) City and Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives and local, regional and state-wide objectives by developing the Project. City and Owner agree that to determine a sum of money that would adequately compensate either Party for choices each has made which would be foreclosed should the Project not be completed pursuant to and as contemplated by this Agreement would be difficult and that damages may not be an adequate remedy. Therefore, City and Owner agree that in the event of breach of this Agreement, the only remedies available to a Party shall be: (1) specific performance, (2) suits for declaratory or injunctive relief, (3) suits for mandamus or special writs, or (4) cancellation of this Agreement. All of these remedies shall be cumulative and not

exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

(b) Prior to the initiation of any action for relief specified in subparagraph (a) immediately above because of an alleged breach of this Agreement, the Party claiming the breach shall, within thirty (30) calendar days of the inception of the alleged breach, deliver to the other Party a written Notice of Breach. Such notice shall specify the reasons for the allegation of breach with reasonable particularity. If, in the determination of the breaching Party, such event does not constitute a breach of this Agreement, the breaching Party shall within thirty (30) days of receipt of the Notice of Breach, deliver to the non-breaching Party a Notice of Non-breach which sets forth the reasons that a breach has not occurred. Failure to respond within the thirty (30) days shall be deemed admission of the breach.

(c) If the matter is not resolved in writing within thirty (30) days of the receipt of the Notice of Non-Breach, the Parties may seek all legal and equitable relief afforded them under subparagraph (a) above.

Section 14. Changes and Amendments. The procedures and requirements of City Council Resolution No. 10,448 are incorporated herein. In addition to those procedures and requirements, the following provisions shall apply:

(a) This Agreement may be amended from time to time by mutual consent of the Parties, or their successors and assigns, in accordance with the provisions of Government Code sections 65867 and 65868, provided that any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Owner or any conditions or covenants relating to the use of the Property, the City shall not be required to, but may, notice or hold public hearings before the Parties execute such an amendment hereto.

(b) No modification, amendment or other change in this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties, or their successors or assigns.

(c) In the event of changed conditions, changes in local, state or federal laws or regulations, inclement weather, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project, as the Project has been approved, or with the ability of either Party to perform its obligations under this Agreement, the Parties agree to bargain in good faith to modify such obligations to allow the Project to proceed as planned to the extent practicable.

(d) This Agreement has been entered into in reliance on the provisions of the California statutes governing development agreements (Title 7,

Division 1, Chapter 4, Article 2.5, Section 65864, et seq.), as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory) this Agreement shall not be affected by same unless the parties mutually agree in writing to amend the Agreement to permit such applicability.

Section 15. Annual Review.

(a) Timing of Annual Review. Every 12 months from the Effective Date, the City shall review the good faith compliance by Owner with the terms of this Agreement. This review shall be conducted by the City Council or its designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1, provided that, if the City Council imposes a mitigation monitoring or reporting program pursuant to CEQA which is to be completed simultaneously with the annual review of this Agreement, then the scope of the annual review may include implementation of mitigation measures pursuant to CEQA; except that compliance with mitigation measures shall not be deemed to be an obligation of any Party pursuant to this Agreement solely or partly because mitigation monitoring is conducted simultaneously with review of this Agreement.

(b) Standards for Annual Review. During this review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. At the conclusion of this review, the City Council or its designee shall make written findings and determinations, on the basis of substantial evidence, whether or not Owner or its successor-in-interest has complied in good faith with the terms and conditions of this Agreement. The decision of any designee of the City Council shall be appealable to the City Council. If the City Council or its designee finds and determines that Owner has not complied with such terms and conditions, then the City may deliver to Owner a 60 day notice of an event of default pursuant to this Agreement. The City may exercise its rights and remedies relating to any such event of default only after the period for curing a default as set forth in this Agreement has expired without cure of the default.

(c) Evidence for Annual Review. The City shall deliver to Owner a copy of any public staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Owner's performance hereunder, prior to any such periodic review. Owner shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally at a public hearing or in a written statement at Owner's election. Such response shall be

made to the City Council or its designee for purposes of review of compliance with this Agreement.

(d) Failure to Conduct Annual Review and Notice of Compliance. In the event the City fails to either (1) conduct the annual review or (2) notify Owner in writing (following the time during which the review is to be conducted) of the City's determination as to compliance or noncompliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be deemed an approval by the City of Owner's compliance with the terms of this Agreement; provided, however, nothing contained in this subparagraph (d) shall cause the City to waive its rights to notify Owner in writing of the City's later determination of Owner's noncompliance with the terms of this Agreement following the City's failure to timely conduct the required annual review.

(e) Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and with respect to each year in which the City is deemed to approve of Owner's compliance with this Agreement, the City, upon request of Owner, shall provide Owner with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. Owner shall have the right, in Owner's sole discretion, to record this notice of compliance.

Section 16. Transfers and Assignments.

(a) Owner shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any person or entity at any time during the term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Owner pursuant to this Agreement be at any time so transferred or assigned except through a transfer of an interest of Owner in the Property, or a portion thereof.

(b) Upon the sale, transfer, or assignment of Owner's rights and interests under this Agreement pursuant to subparagraph (a) immediately above, Owner shall be released from its obligations under this Agreement with respect to the Property, or a portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Owner is not then in default under this Agreement, (2) Owner has provided the City with notice of such transfer, and (3) the transferee executes and delivers to the City a written agreement in which (A) the name and address of the transferee is set forth and (B) the transferee expressly and unconditionally assumes all of the obligations of Owner under this Agreement with respect to the Property, or a portion thereof, so transferred. Owner shall, in any event, give notice to the City of any transfer hereunder, disclosing therein the identity of the transferee and such transferee's address. Failure to deliver a written assumption agreement hereunder shall not effect the running of any covenants herein with the land, as provided herein, nor

shall such failure negate, modify or otherwise effect the liability of any transferee pursuant to the provisions of this Agreement.

Section 17. Mortgagee Protection.

(a) This Agreement shall be superior and senior to the lien of any Mortgage recorded after the date that this Agreement is recorded. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by the mortgagee, whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise, shall be subject to all the terms and conditions of this Agreement and any such mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement. In addition, any mortgagee whose Mortgage is senior to the encumbrance of this Agreement shall have the right, exercisable by written notice to the City, to elect to subordinate its Mortgage to the lien of this Agreement.

(b) A mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that (1) the mortgagee shall have no right to develop the Property without fully complying with the terms of this Agreement and (2) to the extent that any covenant to be performed by Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

Section 18. Indemnification. Owner agrees, as part of the consideration for approval of this Agreement, to indemnify, defend and hold harmless at the Owner's expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action, or proceeding to attack, review, set aside, void or annul the approval of this Agreement, the SUP, or the EIR Addendum or to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Owner also agrees to indemnify and hold harmless at the Owner's expense, the City, the City Council, and the City's agents, officers and employees for specific challenges to the 2020 General Plan, including the Housing Element of the 2020 General Plan, brought by a third party directly relating to approval of this Agreement, the SUP, or the EIR Addendum. The City shall promptly notify the Owner of any such claim, action, or proceeding of which the City receives notice, and the City will cooperate fully with the Owner in defense thereof. The Owner shall reimburse the City for any court costs and reasonable attorneys fees which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such

claim, action or proceeding, but such participation shall not relieve the Owner of the obligations contained herein.

Section 19. Successors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and shall constitute covenants which run with the land. In order to provide continued notice thereof, City and Owner agree that this Agreement shall be recorded. Any successors in interest to the City shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the Government Code.

Section 20. Notices. All notices and demands required or contemplated by this Agreement shall be in writing and shall be served, either by personal delivery to the representatives of the Parties and at the places stated below, or by deposit in the United States mail, registered or certified mail, return receipt requested, or by overnight courier, addressed as stated below:

To the City:	City Manager 300 West Third Street Oxnard, California 93030
With copy to:	City Attorney 300 West Third Street, Third Floor Oxnard, California 93030
To the Owner:	Duesenberg Investment Company 1800 Avenue of the Stars, Suite 1400 Los Angeles, California 90067-4216 Attn: Mr. Paul R. Gienger Phone: (310) 203-9199 Fax: (310) 203-8601
With copy to:	Sheppard Mullin, Richter & Hampton LLP 333 South Hope Street, 48 th Floor Los Angeles, California 90071-1448 Attn.: Jonathan C. Curtis, Esq. Phone: (213) 620-1780 Fax: (213) 620-1398

Notices delivered by deposit in the United States mail, as provided above, shall be deemed to have been given and received five days after deposit. Notices delivered by overnight courier, as provided above, shall be deemed to have been given and received on the next business day after delivery to the overnight courier. If personally

delivered, a notice shall be deemed to have given when delivered to the Party to whom it is addressed. Either Party to this Agreement may change the designated representative or place for the delivery of notice by serving on the other Party a written notice specifying such change.

Section 21. Waivers. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

Section 22. Cooperation in the Event of Third Party Litigation. In the event that any legal action is instituted by a third party or other governmental entity or official challenging the validity or enforceability of any provision of this Agreement, or any other action by either Party in performing hereunder, Owner hereby agrees to defend such action, at its sole cost and expense, using counsel selected by Owner and reasonably approved by the City Council. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

Section 23. Entire Agreement. This Agreement and the documents, agreements and exhibits referenced herein or attached hereto set forth and contain the entire understandings and agreements of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

Section 24. Section Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

Section 25. Governing Law. This Agreement shall be construed and enforced under the laws of the State of California.

Section 26. Venue. City and Owner agree and acknowledge that the City of Oxnard executed this Agreement in Ventura County, California. Therefore, the Parties agree that Ventura County is the appropriate venue for any action filed in state court. The Parties also agree that the United States District Court for the Central District for California is the appropriate venue for any action filed in federal court.

Section 27. Partial Invalidity. If any part of this Agreement is held invalid, the remaining terms and conditions shall not be effected unless their enforcement under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of the Agreement.

Section 28. Cooperation in Carrying Out Agreement. Each Party shall take such actions and execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

Section 29. Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (1) this Agreement is in full force and effect and a binding obligation of the Parties, (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (3) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within 15 days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and any mortgagees.

Section 30. Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

Section 31. Counterparts and Exhibits. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original.

Section 32. Covenants; No Dedication or Lien. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Nothing herein shall be construed as a dedication or transfer of any right of interest in, or as creating a lien with respect to, the title to the Property.

Section 33. Execution. This Agreement was approved by the City Council of City by way of Ordinance No. 2606, which was adopted on SEPTEMBER 17, 2002, and became effective thirty days thereafter, and was duly executed by the Parties as of OCTOBER 17, 2002.

"Owner"

DUESENBERG INVESTMENT COMPANY,
a California partnership

By: John E. Anderson
John E. Anderson, Partner

By: Marion Anderson
Marion Anderson, Partner

"City"

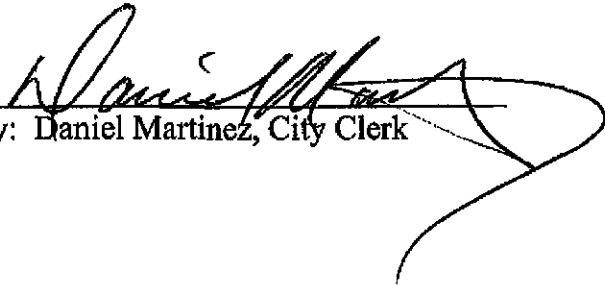
CITY OF OXNARD


By: Dr. Manuel M. Lopez, Mayor
Attorney

APPROVED AS TO FORM:


By: Gary L. Gillig, City

ATTEST:


By: Daniel Martinez, City Clerk

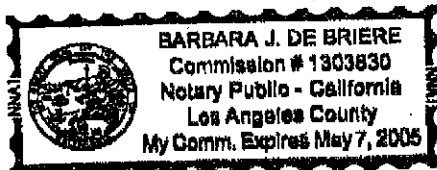
STATE OF California)
COUNTY OF Los Angeles)ss.

On Sept 10, 2002, before me, Barbara J. De Briere, personally
appeared John E. Andersen personally known to me
(or 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.

WITNESS my hand and official seal.

Barbara J. De Briere
Notary Public in and for said
County and State

[SEAL]



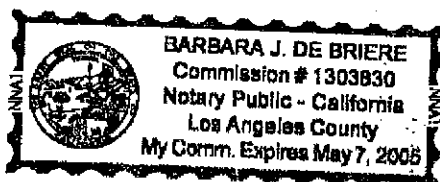
STATE OF California)
COUNTY OF Los Angeles)ss.

On Sept 10, 2002, before me, Barbara J. De Briere, personally
appeared Marion Andersen personally known to me
(or 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.

WITNESS my hand and official seal.

Barbara J. De Briere
Notary Public in and for said
County and State

[SEAL]



Schedule 1
Defined Terms

1. **"Agreement"** means this Development Agreement for the Property by and between the City of Oxnard and Duesenberg Investment Company, as the same may be amended from time to time, which has been adopted pursuant to Article 2.5 (commencing with Section 65864) of Division I of Title 7 of the California Government Code.

2. **"Annual Review"** means the annual review process as described in Section 16 of this Agreement.

3. **"Applicable Rules"** means the rules, regulations, ordinances and officially adopted plans and policies of the City in force as of the Effective Date, establishing or regulating the design, density, permitted land uses, zoning standards, improvement, dedications, and exactions applicable to the Project except as otherwise expressly set forth in this Agreement. The following fees shall be included within the meaning of **"Applicable Rules"** for ten years only after the Effective Date: Planned Drainage Facilities Fees, Planned Wastewater Facilities Fees, Planned Water Facilities Fees, Planned Traffic Circulation Facilities Fees, Growth Requirement Capital Fees, and Bridge and Thoroughfare Fees (after such ten-year period such fees or any replacement thereof may be increased to its then current level). All Processing Fees and Charges (as defined below) of the City and all duly adopted Uniform Codes (as defined below) are not included within the meaning of **"Applicable Rules"**. Such Processing Fees and Charges of the City and all duly adopted Uniform Codes shall be those that are in effect at the time the building permits for the Project are issued by the City.

4. **"Approval Date"** means the date this Agreement was approved by Ordinance No. 2606, and adopted on September 17, 2002 by the City Council, which approved and authorized the City to enter into this Agreement.

5. **"Assign"** (including all forms of the verb "assign" and the nouns "assignment" and "assignee") means all contexts of hypothecations, sales, conveyances, transfers, leases and assignment.

6. **"CEQA"** means the California Environmental Quality Act (California Public Resources Code Sections 21000 et. seq.), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et. seq.) and the City CEQA Guidelines.

7. **"City"** means the City of Oxnard.

8. **"City Council"** means the City Council of the City.

9. **"Effective Date"** means the date this Agreement, as adopted by the City Council by Ordinance No.2606, becomes effective.

10. **"2020 General Plan"** means the City's 2020 General Plan in effect on the Approval Date, including all amendments to the 2020 General Plan adopted by the City Council on or before the Approval Date and effective prior to the Effective Date), as may be further amended from time to time.

11. **"Mortgage"** means an instrument or instruments securing one or more financings by Owner with respect to the construction, development, use or operation of the Project, and includes whatever security instruments are used in the locale of the Project, including, without limitation, mortgages, deeds of trust, sale and leaseback arrangements, security agreements and other documents required pursuant to the Uniform Commercial Code.

12. **"Mortgagee"** means one or more holders of the beneficial interest and secured position under any Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

13. **"Notice"** means any written notice or demand between the Parties required or permitted by this Agreement.

14. **"Owner"** means Duesenberg Investment Company, a California partnership.

15. **"Parties"** means the City and Owner and **"Party"** means either the City or Owner.

16. **"Planning Commission"** means the Planning Commission of the City.

17. **"Processing Fees and Charges"** means all processing fees and charges required by the City including, but not limited to, fees for land use applications, Project permits, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, certificates of occupancy and other similar permits.

18. **"Project"** means the proposed development of the Property pursuant to the SUP and this Agreement.

19. **"Property"** means the real property on which the Project is located as described on Exhibit "A" of this Agreement.

20. **"Section"** means the indicated section or subsection number of this Agreement.

21. **"SUP"** means the special use permit approved by the Planning Commission by Planning Commission Resolution No. 2002-59.

22. **"Term"** means that this Agreement shall commence upon the Effective Date and shall extend fifteen (15) years thereafter, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto after the satisfaction of all applicable public hearing and related procedural requirements.

23. **"Uniform Codes"** means those building, electrical, mechanical, fire and other similar regulations which are applicable throughout the City, including, but not limited to, the California Building Standards Code incorporating or referring to the Uniform Building Code, the National Electrical Code, the Uniform Mechanical Code, and the Uniform Fire Code (including those amendments to the promulgated Uniform Codes which reflect local modification by the City, which modifications are applicable Citywide).

Exhibit "A"
Legal Description of the Property

ORDER NO.: 4953605

EXHIBIT A

LEGAL DESCRIPTION

Those portions of Parcel A of Parcel Map No. 83-17, in the City of Oxnard, County of Ventura, State of California, as shown on a parcel map filed in book 41, page 24 of Parcel Maps, and Parcel B of Parcel Map P.M. 71-4, as shown on a parcel map filed in book 10, page 24 of Parcel Maps, and Parcel B of Parcel Map No. 72-31, as shown on a parcel map filed in book 13, page 68 of Parcel Maps, all in the Office of the County Recorder of said County, shown as Parcel 2 on the Lot Line Adjustment No. 91-4, recorded September 5, 1991 as Document No. 91-131819, Official Records, in the Office of the County Recorder of said County.

EXCEPT from that portion of said land lying within the land described in deed recorded March 5, 1954, in book 1187, page 378 of Official Records, all oil, oil rights, minerals, mineral rights, Natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within said land without, however, the right to drill, dig or mine through the surface of said land therefor, or otherwise develop same in such manner as to endanger the safety of any highway that may be constructed on said land, as reserved by Ynocente Ramos, Jr., et ux., in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded March 5, 1954, in book 1187, page 376 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within or under said land without, however, the right ever to drill, dig or mine through the surface of said land therefor, or otherwise develop same in such manner as to endanger the safety of any highway that maybe constructed on said land, as reserved by Rebecca R. Brown and John A. Brown, wife and husband, in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in the Final Order of Condemnation, a certified copy of which was recorded August 24, 1955 in book 1317, page 132 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons lying and being a depth of more than 100 feet below the natural surface of the ground, together with the perpetual right of drilling, exploring, mining and in every usual way operating therefor and removing the same therefor and removing the same from said land by operations starting upon the surface of adjoining or other lands and first entering said land at a depth of more than 100 feet below the natural surface of the ground of said land in such manner as will not interfere with or prohibit the full, free and complete use and enjoyment of said described land above said 100 feet, but without any right whatsoever to enter upon or use in any manner said surface, or any part of said land lying between said surface and above 100 feet below such surface.

ALSO EXCEPT such subsurface easements at a depth of more than 100 feet below the natural surface of the ground as are reasonably necessary and convenient for the purpose of exploring and producing all oil, other hydrocarbons gas and all associated substances, and all minerals and mineral rights from lands other than said land by and through the wells traversing said subsurface of said land.

ORDER NO.: 4993605

LEGAL DESCRIPTION

(CONTINUED)

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded January 10, 1959 in book 1580, page 408, Official Records, an undivided one-half of all oil, gas, mineral and other hydrocarbon rights, but without the right of entry on the surface, or in and to the subsurface to a depth of 500 feet, measured vertically from the surface, as excepted by Antonio Boccone and Mary Boccone in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded May 25, 1959 in book 1737, page 212, Official Records, one-half of all oil, mineral and other hydrocarbon rights in and to said land, but without the right of entry on the surface, or in and to the subsurface to a depth of 500 feet, measured vertically from the surface, as excepted by Antonio Boccone and Mary Boccone in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded October 13, 1959 in book 1786, page 400 of Official Records, one-half of all minerals, oil, gas or other hydrocarbon substances in and under said land, without, however, any right of surface entry, or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by John A. Hardesty Sr. and Nellie Rudledge Hardesty, Husband and Wife, in said Deed.

ALSO EXCEPT from all of said land one-half of all oil, gas, minerals and other hydrocarbon substances in, on and under said land, but without the right of entry on the surface of said land, or in and to the subsurface thereof to a depth of 500 feet from the surface for the purpose of exploring for, drilling, boring, marketing or removing said substances, as reserved by Antonio Boccone and Mary Boccone, Husband and Wife, in deed recorded January 8, 1960 in book 1815, page 205 of Official Records.

ALSO EXCEPT from all of said land the interest reserved by Archie Bard and Clara M. Bard, Husband and Wife as Joint Tenants, in deed recorded November 26, 1963 in book 2433, page 14 of Official Records, which conveys to Joan M. Bard, a Married Woman as her Separate Property, an undivided 5% interest in and to the herein described property, which recites as follows:

"RESERVING UNTO THE GRANTOR HEREIN a portion of said land one-half of all oil, gas, minerals and other hydrocarbon substances in, on and under said land, but without the right of entry on the surface of said land, or in and to the subsurface thereof to a depth of 500 feet from the surface for the purpose of exploring for, drilling, boring, marketing or removing said substances."

ORDER NO.: 4993605

LEGAL DESCRIPTION

(CONTINUED)

ALSO EXCEPT from that portion of the land lying within the land described in deed recorded in book 3680, page 548 of all minerals, oil, gases and other hydrocarbons by whatsoever name known, not otherwise reserved, that may be within or under the parcel of land hereinabove described without, however, the right to drill, dig or mine through the surface or the upper 500 feet thereof, as excepted by the State of California, in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded January 13, 1972 in book 2908, page 312, Official Records, all minerals, oil, gases and other hydrocarbons by whatsoever name known, not otherwise reserved, that may be within or under the parcel of land hereinabove described, without, however, the right to drill, dig or mine through the surface, or the upper 500 feet thereof, as reserved by the State of California, in said Deed.

ORDER NO.: 4993606

EXHIBIT A

LEGAL DESCRIPTION

Those portions of Parcel B of Parcel Map P.M. 71-4, in the City of Oxnard, County of Ventura, State of California, as shown on a parcel map filed in book 10, page 24 of Parcel Maps, and Parcels A and B of Parcel Map No. 72-31, as shown on a parcel map filed in book 13, page 68 of Parcel Maps, and Parcel A of Parcel Map No. 83-17, as shown on a parcel map filed in book 41, page 24 of Parcel Maps, all in the Office of the County Recorder of said County, shown as Parcel 3 on the Lot Line Adjustment No. 91-4, recorded September 5, 1991 as Document No. 91-131819, Official Records, in the Office of the County Recorder of said County.

EXCEPT from that portion of said land lying within the land described in deed recorded January 6, 1954, in book 1176, page 427 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within or under said land, without, however, the right ever to drill, dig or mine through the surface of said land thereof, or otherwise develop same in such manner as to endanger the safety of any highway that may be constructed on said land, as reserved by David D. Ramos, et ux., in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded January 14, 1954 in book 1178, page 237 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within or under said land, without, however, the right ever to drill, dig or mine through the surface of said land thereof, or otherwise develop same, in such manner as to endanger the safety of any highway that maybe constructed on said land, as reserved by Natalia R. Moreno, a Widow, in said Deed.

EXCEPT from that portion of said land lying within the land described in deed recorded March 5, 1954 in book 1187, page 378 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within said land, without, however, the right to drill, dig or mine through the surface of said land therefor, or otherwise develop same, in such manner as to endanger the safety of any highway that may be constructed on said land, as reserved by Ynocente Ramos Jr., et ux., in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded March 5, 1954 in book 1187, page 376 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, that may be within or under said land without, however, the right ever to drill, dig or mine through the surface of said land therefor, or otherwise develop same, in such manner as to endanger the safety of any highway that may be constructed on said land, as reserved by Rebecca R. Brown and John A. Brown, wife and husband, in said Deed.

ORDER NO.: 4993606

LEGAL DESCRIPTION

(CONTINUED)

ALSO EXCEPT from that portion of said land lying within the land described in the Final Order of Condemnation, a certified copy of which was recorded August 24, 1955 in book 1317, page 132 of Official Records, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons lying and being a depth of more than 100 feet below the natural surface of the ground, together with the perpetual right of drilling, exploring, mining, and in every usual way operating therefor and removing the same from said land, by operations starting upon the surface of adjoining or other lands and first entering said land at a depth of more than 100 feet below the natural surface of the ground of said land, in such manner as will not interfere with or prohibit the full, free and complete use and enjoyment of said described land above said 100 feet, but without any right whatsoever to enter upon or use in any manner said surface, or any part of said land lying between said surface and above 100 feet below such surface.

ALSO EXCEPT such subsurface easements at a depth of more than 100 feet below the natural surface of the ground as are reasonable necessary and convenient for the purpose of exploring and producing all oil, other hydrocarbons, gas and all associated substances, and all minerals and mineral rights from said lands other than said land by and through wells traversing said subsurface of said land.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded January 10, 1958 in book 1580, page 408, Official Records, an undivided one-half of all oil, gas, mineral and other hydrocarbon rights, but without the right of entry on the surface, or in and to the subsurface to a depth of 500 feet, measured vertically from the surface, as excepted by Antonio Boccone and Mary Boccone, in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded May 25, 1959 in book 1737, page 212, Official Records, one-half of all oil, mineral and other hydrocarbon rights in and to said land, but without the right of entry on the surface, or in and to the subsurface to a depth of 500 feet, measured vertically from the surface, as excepted by Antonio Boccone and Mary Boccone, in said Deed.

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded October 13, 1959 in book 1786, page 400 of Official Records, one-half of all minerals, oil, gas or other hydrocarbon substances in and under said land without, however, any right of surface entry, or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by John A. Hardesty Sr. and Nellie Rudledge Hardesty, Husband and Wife, in said Deed.

ORDER NO.: 4993606

LEGAL DESCRIPTION

(CONTINUED)

ALSO EXCEPT from all of said land one-half of all oil, gas, minerals and other hydrocarbon substances in, on and under said land, but ~~without the right of entry on the surface of said land, or in and to the subsurface thereof to a depth of 500 feet from the surface for the purpose of exploring for, drilling, boring, marketing or removing said substances, as reserved by Antonio Boccone and Mary Boccone, Husband and Wife, in deed recorded January 8, 1960 in book 1815, page 205 of Official Records.~~

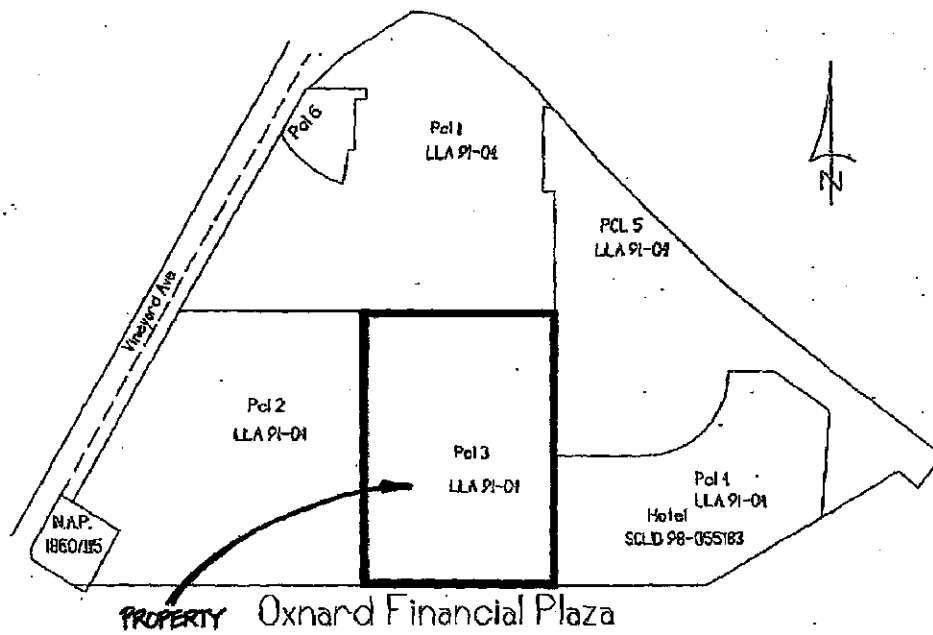
ALSO EXCEPT from all of said land the interest reserved by Archie Bard and Clara M. Bard, Husband and Wife as Joint Tenants, in deed recorded November 26, 1963 in book 2433, page 14 of Official Records, which conveys to Joan M. Bard, a Married Woman as her Separate Property, an undivided 5% interest in and to the herein described property, which recites as follows:

"RESERVING UNTO THE GRANTOR HEREIN a portion of said land one-half of all oil, gas, minerals and other hydrocarbon substances in, on and under said land, but ~~without the right of entry on the surface of said land, or in and to the subsurface thereof to a depth of 500 feet from the surface for the purpose of exploring for, drilling, boring, marketing or removing said substances.~~"

ALSO EXCEPT from that portion of the land lying within the land described in deed recorded in book 3680, page 548, of all minerals, oil, gases and other hydrocarbons by whatsoever name known, not otherwise reserved, that may be within or under the parcel of land hereinabove described ~~without, however, the right to drill, dig or mine through the surface, or the upper 500 feet thereof, as accepted by the State of California, in said Deed.~~

ALSO EXCEPT from that portion of said land lying within the land described in deed recorded January 13, 1972 in book 3908, page 312, Official Records, all minerals, oil, gases and other hydrocarbons by whatsoever name known, not otherwise reserved that may be within or under the parcel of land hereinabove described, ~~without, however, the right to drill, dig or mine through the surface, or the upper 500 feet thereof, as reserved by the State of California, in said Deed.~~

Exhibit "B"
Depiction of the Property



Scale 1" = 200'

To Conserve Paper - Not Included Here
See Attachment #7
Exhibit A

Proposed Development Agreement Amendment No.1

ATTACHMENT #7
Proposed Ordinance

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 02-670-01 (PLANNING AND ZONING PERMIT NO. 16-670-01); AND ADOPTING ADDENDUM NO. 2017-01 TO FINAL ENVIROMENTAL IMPACT REPORT NO. 89-4 FOR THE FINANCIAL PLAZA TOWER III AND IMPOSE MITIGATION MEASURES IDENTIFIED WITHIN SAID ADDENDUM ON THE PARCELS KNOWN AS APN: 142-0-022-610 AND 142-0-022-620 BASED UPON THE PROJECT DESCRIPTION EVALUATED WITHIN ADDENDUM NO. 2017-01. FILED BY JIM BROOKS, TOPA MANAGEMENT COMPANY, 1800 AVENUE OF THE STARS, SUITE 1400, LOS ANGELES, CA 90067.

WHEREAS, on July 20, 2017 the Planning Commission voted 5-0 to approve Resolution No. 2017-15 recommending that the City Council adopt an ordinance approving Planning and Zoning Permit No. 16-670-01 (the **“Project”**), a proposed amendment to Sections 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 of Development Agreement No. 02-670-01 (Development Agreement) between the City and the Project proponent, Deussenberg Investment Company/TOPA Management Company; (collectively referred to **“Applicant”** or **“Developer”** in the record of proceedings), and certification of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to the California Environmental Quality Act (**“CEQA”**); and

WHEREAS, at the July 20, 2017 Planning Commission meeting, the Planning Commission recommended a one-year extension rather than the two years recommended by staff.

WHEREAS, the Development Agreement Amendment (DAA) presented to the Planning Commission included the following revisions:

- i) Amend Sections 10, 11.1 and 22 of the Development Agreement to extend by 24 months the approval of a Special Use Permit (SUP; PZ 01-5-42) and the term of the Development Agreement for the Financial Plaza Tower III by replacing the term “15 years,” with “17 years”;
- ii) Amend Sections 11.1 to 11.5 and 12.3 of the Development Agreement requiring that the project comply with the Uniform Codes;
- iii) Amend Sections 11.1 and 12.1 of the Development Agreement to require an administrative Development Design Review (DDR) permit for the Financial Plaza Tower III project; and
- iv) Amend Section 20 of the Development Agreement to update the noticing requirements.

WHEREAS, on September 12, 2017, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the DAA, considered applications for Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01), and considered certification of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to the California Environmental Quality Act (**“CEQA”**); and

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 TOPA Development Agreement Amendment
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WHEREAS, on September 12, 2017, the City Council adopted Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to CEQA for approval of the Project and found that the Addendum was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, in 1992 the Planning Commission certified a Final Environmental Impact Report (FEIR No. 89-4; State Clearinghouse No. 1990019238) and approved Special Use Permit [SUP] No. 1423 for a 15-story Financial Plaza Tower III and 6-level parking structure; and

WHEREAS, in July 2002 the Planning Commission approved Resolution No. 2002-59 (PZ 01-5-42) and certified Addendum No. 2002-15 to Final EIR 89-4 to construct a Modified Project (SUP; PZ 01-5-42), including the 15-story Financial Plaza Tower III and two parking structures (2-level, 239 parking spaces & 4 level, 951 parking spaces) in the Financial Plaza; and

WHEREAS, all conditions of approval in Resolution No 2002-59 for the approved SUP (PZ 01-5-42) remain in effect, except as augmented or amended as part of development review; and

WHEREAS, in September 2002 the City Council approved Resolution No. 12,232 upholding the Planning Commission's approval of Modified Project (SUP; PZ 01-5-42), and adopted Ordinance No. 2606 approving DA No. 02-670-01 between the City and the Project proponent to extend the life of the SUP for 15 years. The Development Agreement became effective on October 17, 2002 and remains in effect until October 17, 2017; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, minor changes are proposed to an earlier similar version of the project for which a Final Environmental Impact Report (FEIR) (State Clearinghouse No. 1990019238) was previously certified; that no changes are proposed to an earlier version of the project for which an Addendum (No. 2002-15) to the FEIR was certified; and that an Addendum is the appropriate environmental document to evaluate changes in circumstances that may have occurred since the FEIR and the prior Addendum were prepared, and has prepared Addendum No. 2017-01 thereto; and

WHEREAS, the City Council has considered the FEIR and Addendum No. 2017-01 to the FEIR, before and makes the findings of fact regarding the environmental impacts associated with the project identified in Attachment A of this ordinance, attached hereto and incorporated herein by reference; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to certify Addendum No. 2017-01 is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01) was referred to various City departments for recommendations; and

Ordinance No. _____

PZ 16-670-01

TOPA Development Agreement Amendment

Page 3 of 4

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2017-15 recommending approval of Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01); and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that that the content of DAA No. 16-670-01 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of the DAA and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who work, visit, or live in the proposed development in particular; and

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

SECTION 1. Planning and Zoning Permit No. 16-670-01 (Amendment No. 1 to Development Agreement No. 02-670-01) to amend Section 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 of the Development Agreement to extend by 12 months the approval of a Special Use Permit (SUP; PZ 01-5-42) and the term of the Development Agreement for the Financial Plaza Tower III by replacing the term “15 years,” with “16 years”; and

SECTION 2. Addendum No. 2017-01 for the Financial Plaza Tower III (SUP; PZ 01-5-42) is hereby adopted subject to the mitigation measures identified within said Addendum and FEIR on the parcels known as APN: 142-0-022-610 and 142-0-022-620 based upon the project description evaluated within FEIR No. 89-4 and Addendum No. 2017-01; and

SECTION 3. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of the DAA with the County Recorder of Ventura County within ten (10) days from the date the City enters into the DAA; and

SECTION 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. ____ was first read on September 12, 2017, and finally adopted on September 19, 2017, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

Ordinance No. _____
PZ 16-670-01
TOPA Development Agreement Amendment
Page 4 of 4

PASSED and ADOPTED this ____ day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

Exhibit A

Development Agreement Amendment No. 1

COPY

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made in Ventura County, California as of September ____, 2017, by and between the City of Oxnard, a municipal corporation of the State of California (the "City") and Duesenberg Investment Company, LLC, a California Limited Liability Company (the "Owner").

RECITALS

A. The City and Duesenberg Investment Company, a California partnership, entered into that certain Development Agreement dated October 17, 2002 (the "Development Agreement").

B. On May 22, 2009, Duesenberg Investment Company, a California General Partnership, was converted to Duesenberg Investment Company, a California Limited Liability Company, under the Uniform Partnership Act of 1994 and Beverly-Killea Limited Liability Company Act. As a result of this conversion, the Property owned by Duesenberg Investment Company, a California General Partnership, before the conversion remained vested in the new form of the Owner, which now owns the Property by operation of law and remains bound by the terms of the Development Agreement.

C. Owner is seeking to amend the Development Agreement so that, among other things, the term of the Development Agreement is extended by two years. The Development Agreement and Amendment shall be collectively referred to herein as the "Amended Development Agreement".

D. The City and the Owner each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed in accordance with the provisions of the Amended Development Agreement and that the Owner retains vested rights thereunder to so develop the Property.

E. The Planning Commission of the City (the "Planning Commission") and City Council have each given notice of their intention to consider this Amendment, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Amendment are consistent with the City's 2030 General Plan for development within the City (the "General Plan") and the City zoning ordinances. The City Council has also specifically considered the impacts and benefits of this Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

F. On _____, 2017, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Owner agree as follows:

Section 1. Section 4(a) of the Development Agreement is hereby amended to read as follows:

"(a) City acknowledges that the City has given notice of its intention to adopt the proposed Agreement, and has conducted public hearings thereon pursuant to Government Code Section 65867, and has found that the provisions of this Agreement were originally consistent with the City's 2020 General Plan and are now consistent with the objectives, policies, and land use standards specified in the City's 2030 General Plan and other relevant plans, policies and ordinances."

Section 2. Section 5(a) of the Development Agreement is hereby amended to read as follows:

"(a) The 2020 General Plan originally provided for office and other business development for the area in which the Project will be located and the 2030 General Plan now provides for office and other business development for the area in which the Project will be located;"

Section 3. Section 5(b) of the Development Agreement is hereby amended to read as follows:

"(b) The Project was originally consistent with the 2020 General Plan and is consistent with the 2030 General Plan;"

Section 4. Section 10 of the Development Agreement is hereby amended to read as follows:

"Section 10. Term. The Term of this Agreement is 17 years from the Effective Date."

Section 5. Section 11.1 of the Development Agreement is hereby amended to read as follows:

"11.1 Right to Develop. During the Term of this Agreement, Owner shall have the vested right to develop the Project in accordance with and subject to the terms and conditions set forth in this Agreement, the SUP and the Uniform Codes. Development of the Project as described in this Agreement and in accordance with the SUP and Uniform Codes shall require no further discretionary approvals except for imposition of implementing conditions through the City's development review process. This Agreement and the SUP shall constitute an allocation of all such development rights as are necessary to assure that the Project may be completed, without delay, under any regional land use plan or any project governing sewer, water, or air quality, or some other such plan, law or program governing land use or development or the timing thereof that may be or may become applicable to the Project insofar as such matters can be or are within the exclusive control of the City. The City and the Owner intend to cause all development rights which may be required to develop the Project in accordance with the SUP and Uniform Codes to be deemed vested in Owner for 17 years in accordance with and upon the Effective Date of this Agreement to the greatest extent permitted by law."

Section 6. Section 11.2 of the Development Agreement is hereby amended to read as follows:

"11.2 Development and Control of Development. The City shall control and administer the development of the Project in accordance with the terms and conditions of this Agreement, the SUP, the Applicable Rules as are necessary and applicable as of the Effective Date, and the Uniform Codes, as provided below."

Section 7. Section 11.3 of the Development Agreement is hereby amended to read as follows:

"11.3 Permitted Density, Height and Uses. The permitted uses, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, and other standards of project design applicable to the Project shall be those set forth in the SUP, the Applicable Rules and the Uniform Codes. The City hereby agrees that the land uses set forth in the SUP are approved and that no further discretionary action on the part of the City shall be required, except as otherwise provided in this Agreement or the SUP. The Owner's failure to develop the Project shall not result in any liability of the Owner, except as expressly provided for in this Agreement."

Section 8. Section 11.4 of the Development Agreement is hereby amended to read as follows:

"11.4 Ministerial Processing by City. The City's ministerial actions for the Project shall be in accordance with the SUP, the Applicable Rules and the Uniform Codes. In the event of a conflict between the SUP, the Applicable Rules and/or the Uniform Codes, the following hierarchy shall be used to determine which specific rules and regulations shall apply: Uniform Codes, first; SUP, second; and Applicable Rules, third. Owner shall pay all standard Processing Fees and Charges for building permits, administrative plan check, and similar fees associated

with the Project at the rate in existence at the time said fees are normally required to be paid to the City. Nothing herein shall be construed to limit the City's power of eminent domain.

Section 9. Section 11.5.1(a) of the Development Agreement is hereby amended to read as follows:

"(a) The City desires to cause all development rights that may be required to develop to completion the Project with buildings and related improvements to be deemed vested in Owner, as of the Effective Date, to the greatest extent permitted by law and to the extent consistent with the SUP and the Uniform Codes, and to be free of all discretionary rights of the City or any body or agency thereof, except as herein provided, to impose any subsequent building moratoriums or restrictions on the development that are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing or sequencing of the construction of the Project."

Section 10. Section 12.1 of the Development Agreement is hereby amended to read as follows:

"12.1 Permit Review. The City shall have the authority to review applications for building permits as required by law and to conduct its development review of any specific improvements proposed for the Project; provided, however, no such review shall authorize or permit the City to withhold approval to any proposed building, the result of which would be inconsistent with any term or provision of this Agreement or the SUP unless such condition is reasonably related to one or more requirements of the Uniform Codes. The City and Owner agree that the City shall in all events provide reasonable alternatives in the event that the City disapproves any improvement as proposed."

Section 11. Section 12.3 of the Development Agreement is hereby amended to read as follows:

"12.3 Filing Additional Entitlement Applications. The SUP shall remain valid for the Term of this Agreement. Notwithstanding anything to the contrary contained herein, Owner shall have the right to file for a new SUP and other new entitlement applications for the Project, provided such new applications files for the Project shall be reviewed in accordance with the Applicable Rules and the Uniform Codes."

Section 12. Section 20 of the Development Agreement is hereby amended to read as follows:

"Section 20. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be deemed given when the same are deposited in the United States mail, with postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing. Either Party to this Agreement may change the designated representative or place for the delivery of notice by serving on the other Party a written notice specifying such change."

(d) Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Amendment or the Development Agreement which it amends. The other parts of this Amendment and the Development Agreement which it amends shall remain in effect as if this Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement until the end of the Term.

(f) No Reliance on Other Parties. All parties to this Amendment declare that, prior to the execution of this Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Amendment.

(g) Construction. The provisions of this Amendment shall be liberally construed to effectuate its purpose. The language of this Amendment shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

(h) Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Amendment and hold it harmless from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

(k) Effective Date. After this Amendment has been signed by authorized representatives of each of the parties hereto, this Amendment shall become effective on which

the ordinance approving this Amendment becomes operative under Government Code section 36937.

(l) Definitions. All terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Amendment on Development Agreement. Unless otherwise specifically amended by this Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Amendment. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Amendment in the Official Records of the County within ten (10) days after the mutual execution of this Amendment.

IN WITNESS WHEREOF, the parties to this Amendment have each executed this Amendment as of the date first written above.

Owner:

**DUESENBERG INVESTMENT COMPANY, a
California Limited Liability Company**

By: Judith B. Menzies

Its: Authorized Signatory

By: _____

Its: _____

[Signatures continued on following pages]

City:

CITY OF OXNARD, a municipal corporation of
the State of California

By: _____
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[ACKNOWLEDGEMENT]

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.

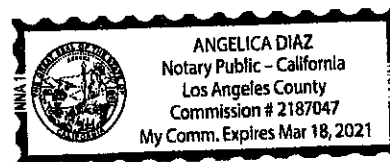
State of California
County of Los Angeles)

On July 10th 2017 before me, Angelica Diaz (notary public)
(insert name and title of the officer)

personally appeared Judith G. Munzig
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 Angelica Diaz (Seal)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: October 3, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

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. (10/15/10)

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

RECOMMENDATION:

That City Council direct the City Manager to appoint a negotiating team to negotiate a development agreement with Oxnard Dunes, LLC and approval to seek payment of the City's affordable housing fess for the 38.33-acre Avalon subdivision project, located on the southeast corner of the intersection of Harbor Boulevard and West Fifth Street.

BACKGROUND

In accordance with Resolutions 8139 and 10,488, the City Council is reviewing Planning and Zoning Permit No. 17-600-02 (Pre-Application) to determine if a Development Agreement (DA) is warranted for the Avalon Subdivision Project, and if so, to appoint a negotiating team. The City Council is not being requested to consider the development project. In accordance with State Law, no formal direction or decision-making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies.

The developer is requesting a DA to accompany the proposed Avalon Homes Subdivision (project) which involves the construction of a maximum of 65 residential dwelling units, drainage basin, entry bio swale, private recreation area, and a private street on 8.75 acres of a 38.33 acre property. The 38.33 acre property is composed primarily of Assessor's Parcel Numbers (APNs) 196-001-022, 023, and 027. The site is bounded by Catamaran Street, Dunes Street and South Harbor Boulevard on the south and west, and West Fifth Street on the north. To the east is the Edison Canal (see Attachment A).

The area proposed for development is located within the Coastal Zone. The area proposed for residential is designated Residential Existing (REX) in the 2030 General Plan and zoned Coastal Multi-Family (R-2-C). Two of the proposed open space lots (Lots A and B; 27.67 acres and 1.91 acres) are designated Resource Protection (RP) in the 2030 General Plan, and zoned Coastal Resource Protection (RP). Accordingly, no development would be permitted in these areas.

The development project is required to go through the standard project review inclusive of Development Advisory Committee (DAC), Community Workshop, Planning Commission, and City Council. The project is required to prepare an Environmental Impact Report in accordance to the California Environmental Quality Act (CEQA) State Guidelines and Statutes, and the City's adopted CEQA Guidelines. A scoping meeting was previously held on June 13, 2016 to provide an opportunity for the public and representatives of public agencies to identify issues of concern and identify items which will require evaluation in the EIR. The EIR document is currently in preparation and is anticipated to be released sometime this summer. If council authorizes the establishment of a negotiating team, the DA would be presented to City Council with the development project.

Project Request

Prior to City Council approval of any development agreement, the developer shall demonstrate that the agreement provides significant additional benefits to the City which cannot be provided by conditions of approval or other land use entitlements. The applicant has identified the following list of potential public benefits (see Attachment B). Staff analysis to these benefits follows in italics:

Community parks dedication. The applicant is proposing to transfer approximately 29.58 acres of coastal dunes (Lots A and B) to the City or through a conservation easement to be granted to a conservation entity.

Staff Analysis: Both lots are zoned Coastal Resource Protection and are limited to uses such as ongoing education and scientific study; ongoing light education (e.g., bird watching); non-vehicular day use picnic; and diking and dredging for restoration purposes only. There is no foreseeable development that could occur on both Lots A and B. Dedication of the subject lots could potentially connect with adjacent resource areas and future public access pathways planned for within the Northshore development to the north.

Avalon Development Agreement

October 3, 2017

Page 3

If the Council authorizes the establishment of a negotiating committee for a DA the following items need to be considered: maintenance of the 29.58 acres, connectivity to existing and proposed trail systems, and potential construction of pathways or boardwalks, and construction of education areas within the dunes area.

Quimby Fees. The applicant is requesting that if the City accepts the transfer of the 29.58 acres of coastal dunes (Lots A and B), that the dedicated land be applied to the required Quimby fees that would be required for the project.

Staff Analysis: For a project of this size the typical Quimby requirements would be payment of fees, not dedication of land for a future park or development of a park. The Quimby fee is based on the appraisal value of land at the time of a final map application. At this time staff does not know an approximate value of the land, which is key to determining a Quimby fee. At this time staff also does not know the value of the 29.58 acres.

Staff has also identified the following development agreement topics that should be addressed if a DA proceeds:

1. **Duration of Development Agreement.** A typical DA has a term between 20 and 30 years. During negotiations the applicant will need to specify the timeframes for the DA, as well as the development entitlements. It is common that the associated permits will mirror the DA term, rather than the standard 2-4 years of a development permit.

Project Phasing. The city may want to consider requiring the public improvements and/or land dedications at a specific date or milestone in the project. This could include items such as streets, sewer, water, and also trail systems, bike lanes, etc.), and other public improvements.

In addition to the DA items, the developer is requesting Council approval to seek payment of the City's affordable housing fee rather than provide affordable units on site. The applicant is seeking to construct for sale units not rental units. According to the City's inclusionary housing ordinance (Ord. 2721), 10 percent of the for sale units are required to be affordable. As part of the pre-application process, the City Council can consider if the units should be constructed or if payment of the in lieu fee is acceptable. The in lieu fee is currently very low, and is based upon the estimated sales price. The Housing Department is in the process of evaluating the current in lieu fee. The in lieu fee for a for sale unit is:

Estimated Sales Price	In-Lieu Fee
Under \$500,000	\$5,000
\$500,000.01-\$550,000	\$5,500
\$550,000.01 - \$600,000	\$6,000
Per every \$50,000 increase	Fee increases by \$500.00 each step as seen above

In determining if it is appropriate for the in lieu fee to be paid versus construction of the units on site, the City Council shall consider the following (Part 10 (a) a-d). Staff analysis to these benefits follows in italics:

- a. the size, type, and nature of the lots and homes and/or apartment buildings and units proposed for the development;
The proposed development project includes 15 single family homes or 30 duplex units and an additional 35 residential single family cluster units. The unit sizes for all units are proposed to be between 1,895 – 3,247 square feet.
- b. the prices for which the developer plans to sell the market rate homes or rent market rate apartment units;
The applicant is proposing to construct for sale housing units, only. Per the application dated March 7, 2017, the applicant indicated an intended sales price of \$700,000 for the single family units and \$550,000 for the clustered/duplex units.
- c. the extent to which the proposed development may be designed or redesigned to allow the production of quality units at lower costs; and
Staff is currently evaluating the proposed project design. An economic analysis would need to be conducted to answer the question regarding the feasibility of constructing the units for a lower cost.
- d. the extent to which City is meeting affordable housing goals of its 2030 General Plan.
The City's 2016 Housing Element establishes housing policies and programs to secure affordable housing. Inclusionary housing is one tool to secure these units. As specified in the Housing Element, Table F-1, the City has successfully developed affordable housing and implemented housing policies to continue securing these units. With the policies outlined in the Housing Element, the remaining Regional Housing Needs Assessment (after July 2016) is approximately 519 units. These units can be constructed through a variety of program means or new housing policies.
Table F-2 within the 2016 Housing Element shows that since 2014, 387 units have been constructed for persons and families of low or moderate income (within coastal zone or within three miles).
If the Council does not grant the developer's request to pay affordable housing in-lieu fees, the project would be required to provide affordable units which would be proportionately distributed throughout the project by bedroom size.

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 the future, the development agreement will address financial issues such as fee credits towards public facilities.

ATTACHMENTS:

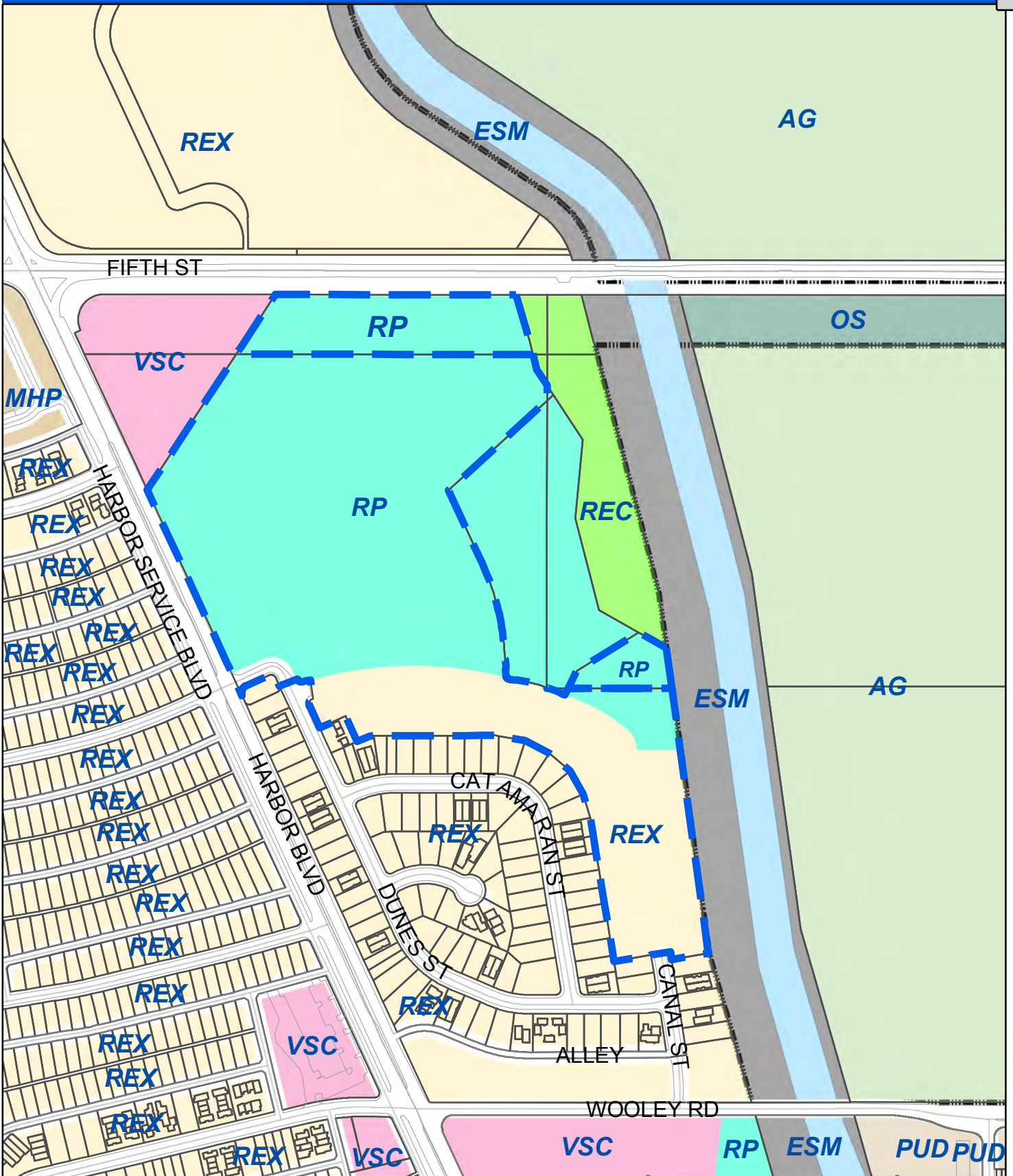
Attachment A: Maps

Attachment B: Proposal



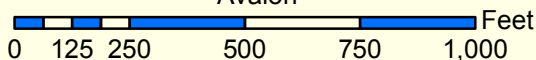
2030 General Plan Land Use Map

M.1.a

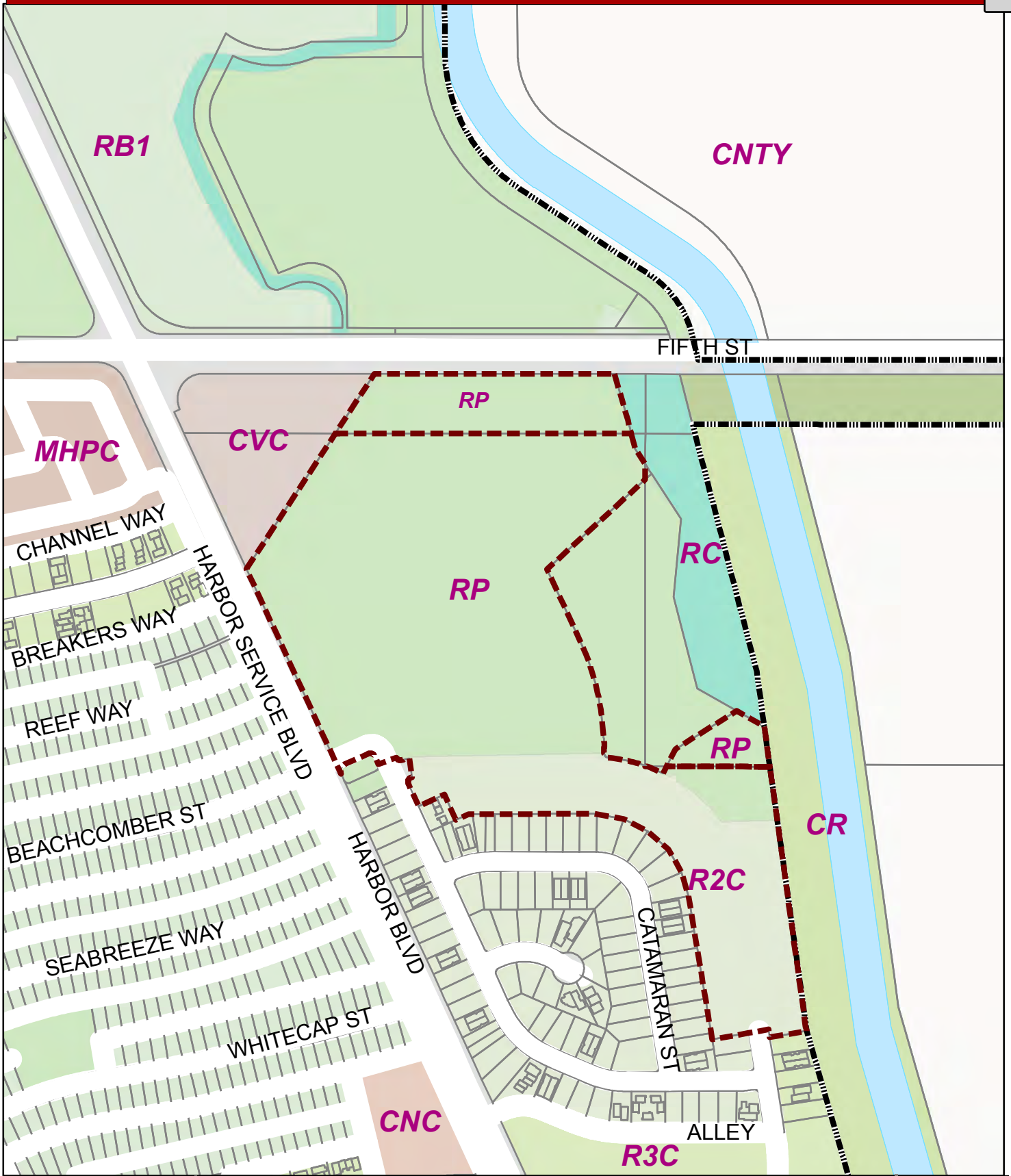


Oxnard Planning
June 28, 2017

PZ 16-400-05, 16-300-03
Location: SW Corner of Harbor Bl & Wooley Rd.
APN: 196001022, 196001023, 196001027
Avalon



1:5,000







**OXNARD SHORES COMPANY LLC
AVALON HOMES DEVELOPMENT AGREEMENT PROPOSAL**

PROJECT DESCRIPTION

Oxnard Shores Company LLC seeks to enter into a development agreement with the City of Oxnard related to the proposed Avalon Homes project in the Dunes Neighborhood. The project is located at the Southeast corner of the intersection West Fifth Street and Harbor Boulevard in the Coastal Zone of the City of Oxnard. The Avalon Homes project is a proposed subdivision and development of up to 65 attached and detached homes adjacent to existing development in the Dunes Neighborhood.

BENEFITS OF ENTERING INTO A DEVELOPMENT AGREEMENT

TO THE CITY OF OXNARD

- The transfer of approximately 29.58 acres of coastal dunes located at the Southwest corner of the intersection of West Fifth Street and Harbor Boulevard, either, at the election of the City, to the City of Oxnard in fee, or through a conservation easement to a nature conservancy. These dunes are perhaps the best example of coastal dunes in the Oxnard coastal zone. The donation of the dunes property will ensure that these dunes remain protected open space in perpetuity, for the enjoyment of the residents of Oxnard, and will enable the City of Oxnard to determine the best entity to manage this resource for the future enjoyment of the residents and visitors to Oxnard. The proposed donation site is adjacent to property already owned by the City and adjacent to the Edison Canal, affording a significant resource management opportunity to the City of Oxnard.
- The development will include trail connections from the proposed residential community over the existing City property to connect to open space trail system, with public access to the trail system near intersection of Harbor and Beachcomber.
- The development will allow use and enjoyment of the City-owned parcel of land that is currently inaccessible without traversing private property.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: September 12, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Urban Greening Grant Application and Oxnard Green Alleys Plan Adoption
(20/10/10)

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

RECOMMENDATION:

That City Council:

1. Adopt the Oxnard Green Alleys Plan.
2. Adopt resolutions 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.

BACKGROUND

Assembly Bill (AB) 32, also known as the California Global Warming Solutions Act of 2006, required a sharp reduction of greenhouse gas (GHG) emissions to 1990 levels by 2020. Recently signed into law, Senate Bill (SB) 32 confirms the State's continued commitment to reducing GHG emissions by directing emissions reductions to meet a target of 40% below 1990 levels by 2030.

Signed into law on September 14, 2016, SB 859 authorized the expenditure of \$1.2 billion in cap and trade revenues, also known as the Greenhouse Gas Reduction Fund (GGRF), for projects

aimed to reduce GHG emissions. The California Natural Resources Agency (Agency) was allocated \$80 million to its Urban Greening Program (Program) specifically for green infrastructure projects that reduce GHG emissions and provide multiple benefits.

All GGRF expenditures must achieve reductions of greenhouse gas emissions. SB 535 directs State and local agencies to make significant investments that improve California's most vulnerable and disadvantaged communities. SB 535 directs the California Environmental Protection Agency (CalEPA) to identify disadvantaged communities based on geographic, socioeconomic, public health, and environmental hazard criteria. In addition to greenhouse gas emissions reduction, the requirements for allocating funds to benefit disadvantaged communities are presented below:

- Maximize economic, environmental, and public health benefits to the State;
- Foster job creation by promoting in-State greenhouse gas emission reduction projects carried out by California workers and businesses;
- Complement efforts to improve air quality;
- Direct investment toward the most disadvantaged communities and households in the State;
- Provide opportunities for businesses, public agencies, nonprofits, and other community institutions to participate in and benefit from statewide efforts to reduce greenhouse gas emissions;
- Lessen the impacts and effects of climate change on the State's communities, economy, and environment;
- Allocate at least 25% of the available proceeds to projects that provide benefits to disadvantaged communities; and
- Allocate at least 10% of the available proceeds to projects located within disadvantaged communities.

In addition to reducing greenhouse gas emissions, SB 859 requires all projects to achieve measurable benefits. Per statute, all projects must do **at least one** of the following:

1. Acquire, create, enhance, or expand community parks and green spaces, **and/or**
2. Use natural systems or systems that mimic natural systems to achieve multiple benefits.

THE OXNARD GREEN ALLEYS PLAN

The City of Oxnard was awarded a grant from the Program in 2012 to complete the Oxnard Green Alleys Plan. The project was completed in 2015. The Oxnard Green Alleys Plan provides a framework for the development of green alley projects in Oxnard. It includes recommendations for the selection of suitable sites, guidelines and elements for their design, and recommendations for implementation. This Plan was developed for City staff to use as a tool for the continued planning and future design, implementation, and maintenance of green alleys. The Oxnard Green Alleys Plan is included here as Attachment F. Attachment D illustrates an

example of an alley that was designed as a component of the Oxnard Green Alleys Plan.

Green alleys have much potential to bring benefits to residents, the local environment, and the economy. Green alleys contribute to an enhanced public realm that supports various uses and age groups, giving everyone the chance to interact and deepen their ties to the community, and thus improve the overall quality of life in the City. The Oxnard Green Alleys Plan is intended to pave the way for converting standard alleys into green alleys that provide multiple benefits for the City.

Through strategic planning, a network of green alleys can serve as pedestrian- and bicycle-friendly thoroughfares away from busy street traffic, and, of particular importance, create safe routes to school. Additionally, maintained green spaces have been shown to inspire neighborhood pride and improve residents' sense of community, in turn reducing graffiti and litter. Benefits to public health include increased opportunities for gardening, opportunities for recreation and play in a safe environment, and educational and environmental stewardship.

The Oxnard Green Alleys Plan offers prospects for creating usable open space, promoting physical activity, reducing crime and blight, enhancing stormwater management practices, and fostering a sense of community. Implementing the recommendations set forth in the Green Alleys Plan will achieve the following objectives:

- Supporting the creation of a vibrant, safe, sustainable, and attractive community – enriching destinations and corridors throughout the city that instill a sense of community by activating and engaging neighborhoods;
- Optimizing environmental systems to reduce water and air pollutants and mitigate/adapt to the impacts of climate change;
- Achieving state, regional, and local sustainability goals through interdisciplinary planning and interagency collaboration; and
- Establishing a model for leveraging public works investments and obtaining funding for implementation and maintenance.

THE LA COLONIA GREEN ALLEYS PROJECT GRANT PROPOSAL

The City of Oxnard has a few neighborhoods that classify as disadvantaged communities, per SB 535 utilizing CalEPA's CalEnviroScreen 2.0 methodology. "Disadvantaged communities" are defined as those: disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation; with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment; or with a median household income less than 80% of the statewide average. The La Colonia neighborhood is considered a disadvantaged community for these purposes.

The Public Works Department submitted an application to the Program grant on May 1, 2017. If awarded, the project will put to action components of the Oxnard Green Alleys Plan. The green

alley planning efforts involved much community participation through public workshops and participatory design activities that engaged residents to garner their input and support for future green alleys initiatives in the City. One of the two community green alley workshops completed in 2015 took place in the La Colonia neighborhood. The City also hosted a La Colonia Green Alleys Outreach and Demonstration event on Earth Day, April 22, 2017. Attachment E shows photos from this event.

The proposed project involves implementing components of the Oxnard Green Alleys Plan, including linking bicycle routes to provide the residents of the La Colonia and Rose Park neighborhoods of Oxnard alternative transportation access to downtown Oxnard. City staff has analyzed various options and believes that the proposed project is competitive and feasible. City staff has also garnered the support of residents in the design of the proposal, including the La Colonia Neighborhood Council.

The proposed project alleys are shown in Attachment A. These alleys will create a bicycle and pedestrian friendly corridor from Camino del Sol through the La Colonia neighborhood to Third Street. Third Street will connect pedestrians and bicyclists to downtown Oxnard via a bicycle lane that will be a component of the proposed project.

The proposed project will also have an east-west green alley corridor that will lead to Ramona and Cesar Chavez schools. The City is collaborating with the Oxnard School District regarding this connection, and will also plant a number of trees at the school sites to link the alleys to the schools. These trees will be funded as a component of the green alley project, through a memorandum of understanding (MOU) that will be created upon grant award. City staff have met with the School District's staff regarding the details of the project and are submitting letters of support from the School District with the grant application. City staff have also met with Ventura County Public Health regarding the project and have received a letter of support from this agency due to the project's potential benefits to reduce incidences of diet and inactivity-related illness.

This agenda item includes two resolutions: Resolution B meets the grantor's requirements, and Resolution C meets the City's requirements.

STRATEGIC PRIORITIES

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

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

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

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.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

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

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

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

This grant requires no matching funds. However, the City will be more competitive among other applicants if matching funds are provided. Therefore, the project budget includes 15 percent matching funds. Matching funds will come from the Public Works Department's Water, Streets, and Parks Division budgets. Funding sources of matching funds will also come from Air Pollution Buy-Down Funds (Fund 118) as the bicycle lane on Third Street will be installed as a component of the project using this funding source.

The total project cost is estimated at \$1,196,712.48. The City's match will be \$180,065, which consists of \$50,000 from Air Pollution Buy-Down Funds (Fund 118), \$69,414 from Streets Fund 105, and \$47,766 from potential Gas Tax and/or General Fund of existing budgeted staff time to the project. The funding requested from the Agency for the project is \$1,016,647. Upon grant award, staff will return to Council to recognize the grant award and appropriate funding to the project from the Public Works Department's funds.

ATTACHMENTS:

Oxnard Green Alleys Plan Adoption and Urban Greening Grant Application (20/10/10)

September 12, 2017

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Attachment A: La Colonia Green Alleys Site Plan

Attachment B: Resolution with Grantor Verbiage

Attachment C: Resolution with Oxnard Verbiage

Attachment D: Oxnard Green Alleys Example

Attachment E: La Colonia Green Alleys Public Outreach Demonstration Photos

Attachment F: Oxnard Green Alleys Plan



LA COLONIA
GREEN ALLEY
NETWORK
Oxnard, California

KEY

- Alley proposed for improvements:
 - Tier 1
 - Tier 2
- Pedestrian & cyclist connectivity improved through green alley development
- Green Alley Typology Priority (Connections, Community Space)



CITY COUNCIL OF THE CITY OF OXNARD

Resolution No: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 APPROVING THE APPLICATION FOR GRANT FUNDS FOR
 CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above;
 and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this
 grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the
 approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard

1. Approves the filing of an application for the Oxnard Urban Greening Program;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted the _____ day of _____, 2017. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Oxnard.

Following Roll Call Vote:

Ayes: _____

Nos: _____

Absent: _____

 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
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Natural Resources Agency for \$1,016,647 in Urban Greening Program grant funds, to be used for green alleys in disadvantaged communities.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for the implementation of components of a green alleys program along with bicycle route integration. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims; and the Public Works Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

M.2.d

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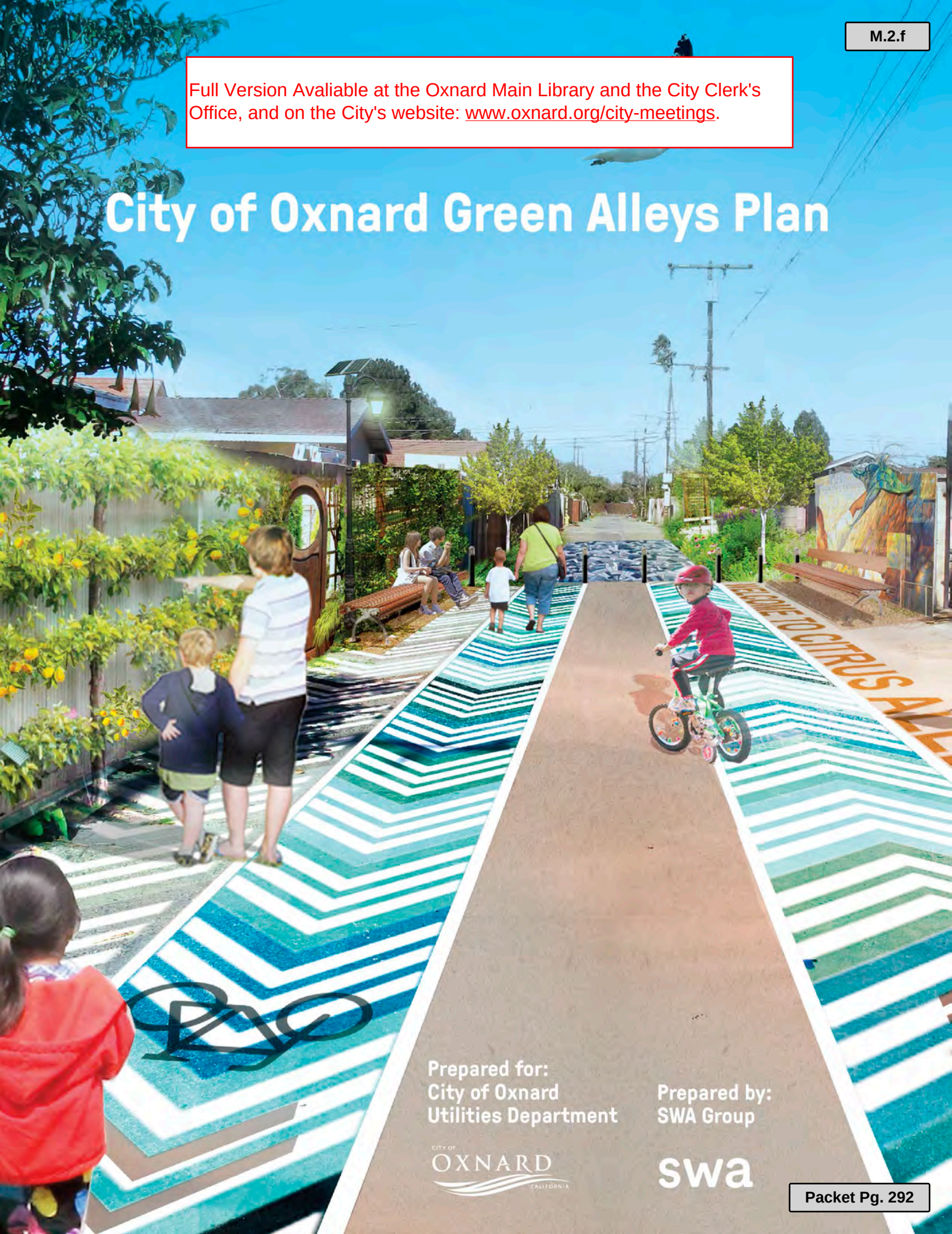






Full Version Available at the Oxnard Main Library and the City Clerk's Office, and on the City's website: www.oxnard.org/city-meetings.

City of Oxnard Green Alleys Plan



Prepared for:
City of Oxnard
Utilities Department



Prepared by:
SWA Group



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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: September 12, 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: 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 (5/5/5)

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

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.

BACKGROUND

Payment of Utility Bills from Channel Islands Beach Community Services Dist (5/5/5)

September 12, 2017

Page 2

In 1963, the City of Oxnard (City) and the County of Ventura (County) entered into an Annexation Agreement (Agreement) relating to the development of Channel Islands Harbor (Harbor). The Agreement arose from the County's need for infrastructure to develop the Harbor, including water and sewer services, streets and park areas. In exchange for the City providing specific services (including, but not limited to, maintenance of parks and street medians and paying the associated costs for utilities), the County agreed to annex the land portion of the Harbor into the City instead of the City of Port Hueneme, which also sought to have the Harbor annexed within its corporate boundaries. Because of the annexation, the City receives its share of sales tax, possessory interest taxes and transient occupancy taxes as the Harbor has developed over the years.

In the 52 years that followed, there were seven amendments and two time extensions to the Agreement, as well as a separate lease agreement in 1976 for City Fire Station 6 located on Peninsula Road at the intersection of Channel Islands Boulevard. In 2013, the parties extended the Agreement for one year to November 2014 in order to negotiate terms of a new agreement. In December 2014, both parties extended the Agreement for an additional four months to allow City and County staff to work on the terms of a new or amended agreement relating to the Harbor.

During the months that followed, a tentative agreement was reached at the staff level in the form of a Memorandum of Agreement and License, with the Board of Supervisors subsequently approving the documents. The City Council, however, elected not to approve the Memorandum of Agreement and License because of the desire to address additional issues that went beyond the scope of the documents.

Although the Agreement had expired and the City and County had not entered into the Memorandum of Agreement and License, the City continued maintenance of the landscaped portion of specific parks within the Harbor (including certain restrooms), and the street medians within the Harbor, as well as continuing to pay the associated utilities costs. These associated costs were included as part of the City's adopted budgets, and the continued maintenance helped ensure that these amenities were properly maintained and available to benefit the residents of the City of Oxnard and visitors to the City of Oxnard while there were continued discussions between the City and County relating to Harbor-related issues.

In August, 2017, the City Treasurer specifically raised issues regarding whether it was appropriate for the City to pay the utility charges from the Channel Islands Beach Community Services District associated with the maintenance of the landscaped portion of specific parks within the Harbor (including certain restrooms), and the street medians within the Harbor.

While these costs had been included as part of the adopted City budget for many years, the recommended motion would specifically authorize the payment of past utility costs associated with the maintenance of the landscaped portion of specific parks within the Harbor (including certain restrooms), and the street medians within the Harbor. In addition, the recommended motion would also authorize payment of these utility costs through December 31, 2017 to allow

City staff to enter into final negotiations with the County regarding possible maintenance by the City of specific public parks and street medians within the Harbor. If no formal agreement is entered into by December 31, 2017, then the City would cease the maintenance of the landscaped portion of specific parks within the Harbor (including certain restrooms) as of December 31, 2017. Alternatively, if the negotiations break down prior to November 1, 2017, then the City would cease this maintenance upon sixty days notice to the County. While these areas are within the City's corporate boundaries, they are owned by the County so the public can expect to see these areas not maintained or watered if the City does not handle these responsibilities. Finally, the recommended motion would make 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.

STRATEGIC PRIORITIES

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

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

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

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

This agenda item supports the 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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is no financial impact for this item. Funding is available in FY17-18 General Fund Park Maintenance Water Utility Accounts (101-5701-805.82-67 and 101-5705-805.82-67).