

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, 305 West Third Street 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.ci.oxnard.ca.us.



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

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

Teleconference Location: Sheraton Grand Sacramento Hotel, 1230 J Street, Sacramento, CA 95814

Link@Sheraton Business Center, 2nd Floor

April 28, 2015

5:00 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

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 – (Please see Page 6 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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. 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 any 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. The presiding officer shall limit public comments to three minutes.

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.ci.oxnard.ca.us.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 3 and 10, 2015 and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for February 3, 10, 2015. (001)

RECOMMENDATION: Approve.

Legislative Body: CC/SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

City Attorney Department

3. SUBJECT: Second Amendment to Option and Rooftop Lease Agreement, Consent to Modifications. (019)

RECOMMENDATION: (1) approve the Second Amendment to Option and Rooftop Lease Agreement (A-5400); (2) authorize the Mayor to execute the Second Amendment to Option and Rooftop Lease Agreement; and (3) authorize the City Manager or his designee to provide written consent to AT&T to allow AT&T to file an application for administrative approval to substantially modify its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street.

Legislative Body: CC

Contact: Rahsaan Tilford

Phone: 385-7487

Community Development Department

4. SUBJECT: Modification of the Commission Loan Documents to Extend the Repayment Term ("Loan Extension") Involving Rehabilitation of Certain Real Property Located at 348 South Oxnard Boulevard (Currently Occupied by Ruby's Café). (023)

RECOMMENDATION: Subject to and contingent upon satisfying the conditions precedent set forth herein: 1) Consent to the Loan Extension; 2) Transmit the Promissory Note Modification/Extension to the Oversight Board and Department of Finance for Final Approval; and 3) Authorize and direct the Interim Redevelopment Services Manager to open escrow, execute and deposit the Promissory Note Modification/Extension, and take all actions necessary and appropriate to implement the loan extension.

Legislative Body: SA

Contact: Kimberly Horner

Phone: 385-7407

Development Services Department

5. **SUBJECT:** Temporary Right of Entry Grant to City from Ralphs Grocery Company. (041)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ralphs Grocery Company (7049-15-DS) at no cost for a temporary right of entry to 150 West Esplanade Drive to 451 West Esplanade Drive for bus stop improvements in the future public right of way (Project Specification No. DS14-21).

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

General Services Department

6. **SUBJECT:** Project Plans and Specifications No. GS15-28 for Oxnard Transit Center (OTC) Bus Islands Re-Roofing. (051)

RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. GS15-28 to re-roof the Bus Islands located at the Oxnard Transit Center, 200 East Fourth Street and authorize staff to conduct a public bid solicitation.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

Library Department

7. **SUBJECT:** Resolution Commending Darcey Spencer for 21 Years of Exemplary Service. (053)

RECOMMENDATION: Adopt a Resolution.

Legislative Body: CC

Contact: Barbara Murray

Phone: 385-7522

Utilities Department

8. **SUBJECT:** Approval of Purchase Orders 5328 and 5329 for Purchase of Five Compressed Natural Gas (CNG) Refuse Vehicles from Velocity Truck Center. (055)

RECOMMENDATION: Approve and authorize the Mayor to execute Purchase Order 5328 in the amount of \$900,022.14 for the purchase of three (3) front-end loader commercial refuse vehicles and Purchase Order 5329 in the amount of \$489,969.68 for the purchase of two (2) industrial roll-off vehicles - a total of five (5) CNG vehicles - from Velocity truck center for the combined amount of \$1,389,991.82.

Legislative Body: CC

Contact: Todd Vasquez-Housley

Phone: 385-7957

9. **SUBJECT:** UD15-09 South Bank Resurfacing. (061)

RECOMMENDATION: Approve Project Specification No. UD15-09 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the South Bank Neighborhood and authorize staff to solicit bids.

Legislative Body: CC

Contact: Jay Duncan

Phone: 385-8387

10. SUBJECT: UD15-08 College Estates Resurfacing. (063)

RECOMMENDATION: Approve Project Specification No. UD15-08 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the College Estates Neighborhood and authorize staff to solicit bids.

Legislative Body: CC

Contact: Jay Duncan

Phone: 385-8387

11. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-14 Water Well Nos. 23 & 31 Rehabilitation Project. (065)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Best Drilling and Pump, Inc. (A-7756) in the amount of \$262,921.00 for UD15-14 Water Well Nos. 23 & 31 Rehabilitation Project; 2) Authorize the purchasing agent to issue and execute the contract upon receipt of final documents; and 3) Approve a budget appropriation in the amount of \$336,282 from Water Operating Fund balance to new Well 23 & 31 Rehab Project 156005 to fund the work.

Legislative Body: CC

Contact: Kevin Watson

Phone: 385-8139

J. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Appeal of the Planning Commission's Denial of PZ Nos. 14-500-05 (Special Use Permit); 14-500-06 (Special Use Permit); and Recommendation to Deny PZ 14-300-02 (Tentative Parcel Map) Relating to a 2.52-acre Property Located at 450 North Rose Avenue. Filed by Thomas Davies with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church. (069)

RECOMMENDATION: Adopt a resolution upholding the action of the Planning Commission and denying the proposed use permits with related site development entitlements.

Legislative Body: CC

Contact: Juan Martinez

Phone: 385-7556

General Services Department

2. SUBJECT: Levy of 2015-2016 Assessments in Mandalay Beach Maintenance District. (XXX)

RECOMMENDATION: **Continue to May 12, 2015.**

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

Housing Department

3. SUBJECT: Regional Analysis of Impediments to Fair Housing. (161)

RECOMMENDATION: **Continue to May 5, 2015**

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-8095

4. SUBJECT: Public Hearing to Approve Oxnard's Fiscal Year 2015-2016 Annual Action Plan (7087-15-HO) including Applications to the U.S. Department of Housing and Urban Development for the Entitlement Grants. (161)

RECOMMENDATION: That City Council: 1) Conduct a Public Hearing to receive comments and provide direction to staff on changes to the Annual Action Plan (AAP); 2) Approve the AAP with final recommended use of funds for the three entitlement grants: Community Development Block Grant (CDBG), Home Investments Partnership (HOME), and Homeless Emergency

Solutions Grant (HESG); 3) Authorize the City Manager to make any changes to the AAP as directed; 4) Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the AAP to the United States Department of Housing and Urban Development (HUD); and 5) Authorize the City Manager to sign any documents or agreements required by HUD for the implementation of the AAP.

Legislative Body: CC

Contact: Carrie Sabatini

Phone: 385-8041

K. APPOINTMENT ITEMS

L. REPORTS

City Manager Department

1. SUBJECT: License Agreement with the Dallas Cowboys Football Organization for a Three-Year Agreement for a Training Camp at River Ridge Fields. (221)

RECOMMENDATION: Approve and authorize the Mayor to execute a three (2015, 2016, 2017) year agreement (A-7770) with an additional three-year extension option with the Dallas Cowboys Football Organization for an annual training camp to be held at River Ridge Fields.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7430

Finance Department

2. SUBJECT: Approval of limited delegation of contracting authority and appropriation to analyze and implement recommendations of the City's consultants. (249)

RECOMMENDATION: 1) Adopt a Resolution approving delegation of purchasing authority to the City Manager for the purpose of implementing the recommendations of the City's consultants: Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP) and 2) Approve an appropriation of \$500,000 from the General Fund Balance for the professional service costs analyzing issues and implementing recommendations in Fiscal 2014-2015 and Fiscal 2015 - 2016.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

M. 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.

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

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION**C. CLOSED SESSION – Continued from Page 1****1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

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

The City Manager and Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

R. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 3, 2014

AGENDA ITEM NO.

I-1

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments received from: Michael Gleason (spoke for several individuals); Rich Tuten; Tommy Nast; Lydia Kaplan; Steve Nash; Nancy Pedersen; Morey Navarro; Martin Kaplan; Rebekah Evans; Martin Jones; David Dreher; Sacha Pack; Gary Young; Seth Bowman; Jackie Tedeschi; Molamal Ahazizah and Rebecca Ralph.

C. CLOSED SESSION

At 5:08 p.m. the City Council and Community Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was SOCMI, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.8, to give instruction to its negotiator, Greg Nyhoff, City Manager, concerning negotiations with Gary L. Young, Young & Company, Inc. regarding the price and terms of payment for the potential lease of city property approximately 21 acres of land located on the Southeast corner of Oxnard Boulevard and Gonzales Road

At 6:11 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced the Council denied the Sport Park proposal and the developer may contact with local neighborhoods to get community input. He also announced a settlement agreement regarding downtown theater and downtown business area.

D. OPENING CEREMONIES

At 6:16 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Danielle Navas, City Treasurer; Jeri Williams, Police Chief; Matthew Winegar, Development Services Director; Daniel Rydberg, Interim Utilities Director; Rob Roshanian, Development Services Manager; Eric Sonstegard, Police Commander; Michael Henderson, General Services Manager; Karl Lawson, Compliance Services Manager and Carrie Sabatini, Interim Housing Director.

ITEMS REMOVED FROM AGENDA

The City Council concurred to removed (S-2) from agenda.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Year.

DISCUSSION: The City Council recognized Felipe Martinez as Employee of the Year who briefly thanked City staff and his family. Public comment was received from: Dan Pinedo.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Steve Nash; Daniel Lechlitter; John Martinez; Peggy Rivera; Stanley Tzankov; Ed Ellis; Jim Milstead; William Terry; Robert Sanchez; Gloria Delgado; Larry Stein and Elvira Figueroa.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSL. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARYCity Manager Department

1. SUBJECT: Verbal Update on Utilities and Engineering Programs.

RECOMMENDATION: Receive verbal report.

DISCUSSION: The Interim Utilities Director reviewed several projects including maintenance of equipment, need to replace equipment, internal "design" projects, upcoming "master" projects (street maintenance, cast iron pipe replacement), "management" of projects and use of consultants. He reviewed water rates, aquifer storage and recovery process. The General Services Manager reviewed street paving of Harbor Boulevard and working "temperature" requirements.

Public comments were received from Larry Stein, George Miller, Steve Nash, Roy Prince and Daniel Lechlitter.

The Council discussed several issues including maintenance costs, labor costs, "water" use and the need for long "term" planning of projects.

ACTION: The Council received the report and provided comments. Councilmember Perello stated for the record his belief that staff should follow the "temperature" guidelines to pave Harbor Boulevard.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from Police Commander (S-1(a)) and Compliance Services Manager (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
2. SUBJECT: Agreement(s) for Gang Intervention and Street Outreach Services. (003)
RECOMMENDATION: Removed from agenda.

Housing Department

3. SUBJECT: Second Reading of **Ordinance No. 2889** to Amend Chapter 2 of the City Code Related to the Commission on Homelessness. (127)
RECOMMENDATION: Second reading and adoption.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with the removal of S-2. (MacDonald/ Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

L. REPORT OF CITY MANAGER

The City Manager commented: 1) on recognizing City employees; 2) community "water" conservation and 3) attending a City Manager Conference.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 8:56 p.m. the joint meeting with the Community Development Commission Successor Agency concluded.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on several issues including: Homelessness issues; "defense" partnership; health care programs; income "tax" preparation assistance program; City "energy" policy; dogs at Ormond Beach; "tree" trimming policy; crime in City; report of Ventura Regional Sanitation District; art activities including Carnegie Art Museum and several community meetings including "ethics" policies & procedures; INCF; Planning Commission and Veteran's Day activities.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 9:17 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of labor negotiations and to provide instructions and to provide to the City's negotiators, Greg Nyhoff, City Manager; Dania Torres Wong, and Burke Dunphy, City's labor attorneys, regarding the matters specified: Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; the Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association. Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Executive Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (Confidential Mid-Managers); and Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

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

At 6:20 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:23 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Pro Tem Ramirez presided. Additional staff members present were: Matthew Winegar, Development Services Director; Carrie Sabatini, Interim Housing Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Daniel Rydberg, Interim Utilities Director; and Karl Lawson, Compliance Services Manager and Eric Sonstegard, Police Commander

E. CEREMONIAL CALENDAR**F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Public comments were received from: Jean Joneson; John Martinez; Armando Vazquez; William Terry; Aaron Starr; Margart Cortese; Larry Barbarine; Juan Delgado; Francine Castanon; George Miller; Harold Ceja and Daniel Lechlitter.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**H. INFORMATION/CONSENT PUBLIC HEARINGS****I. PUBLIC HEARINGS****J. APPOINTMENT ITEMS****K. REPORTS**

1. **SUBJECT:** (I) Successor Memoranda of Understanding between the City and (i) Oxnard Public Safety Manager's Association – Fire Unit and (ii) Oxnard Public Safety Manager's Association – Police Unit, (II) Agreement Related to Treatment of Excess Leave Balances between the City and the Oxnard Peace Officers Association and (III) Salary Resolution for Unrepresented City Employees. (031)

RECOMMENDATION: Adopt resolutions; (i) **Resolution No. 14,714, A-7352**, approving the successor agreement between the City and the Oxnard Public Safety Manager's Association – Fire Unit ("OPSM – Fire"); (ii) **Resolution No. 14,715, A-7376**, approving the successor agreement between the City and the Oxnard Public Safety Manager's Association – Police Unit ("OPSM – Police" and together with OPSM – Fire "OPSM"); (iii) **Resolution No. 14,716, A-7752**, approving an agreement between the City and the Oxnard Peace Officers' Association ("OPOA") related to treatment of excess leave balances; (iv) **Resolution No. 14,717**, Approving salary and benefits for unrepresented employees; and (v) Authorizing the Interim Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement these resolutions.

DISCUSSION: The City Manager commented on the process to negotiate several MOUs. Burke Dunphy, Renne Sloan Holtzman Sakai LLP, reviewed proposed changes including elimination of "Reserve Leave", changes to payments for retirement and changes to "leave" accruals.

ACTION: Approved as recommended with admendments. (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello and Ramirez. Absent: Flynn.

L. REPORT OF CITY MANAGER

The City Manager commented on the importance for the community to attend the March 5 Community Meeting to help set priorities for the community.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** Appointments to the Cultural Arts Commission. (001)
RECOMMENDATION: That the Mayor, with approval of the City Council, appoint nine (9) members to the newly created Cultural Arts Commission.
ACTION: Council concurred to remove from agenda.
2. **SUBJECT:** Measure O Citizen Oversight Committee Appointments. (007)
RECOMMENDATION: Appoint nine (9) members of the Measure O Citizen Oversight Committee (COC).
ACTION: Council concurred to remove from agenda.

The City Council discussed: Cultural Arts Commission; Ventura County Transportation Committee report; Channel Islands Harbor; Downtown Redevelopment reimbursements; income "tax" assistance program.

N. PUBLIC COMMENTS ON REPORTS**O. PUBLIC COMMENTS ON STUDY SESSION****P. STUDY SESSION****Q. REVIEW OF INFORMATION/CONSENT AGENDA**

Comments received from: General Services Manager (S-5), (S-6), (S-7); Police Commander (S-8) and Interim Utilities Director (S-9).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-7); Daniel Lechlitter (S-6) (S-7); and George Miller (S-7) (S-8) and Patrick Barrios (S-8).

S. INFORMATION/CONSENT AGENDA

3. **SUBJECT:** (I) Successor Memoranda of Understanding between the City and (i) Oxnard Public Safety Manager's Association – Fire Unit and ii) Oxnard Public Safety Manager's Association – Police Unit, (II) Agreement Related to Treatment of Excess Leave Balances between the City and the Oxnard Peace Officers Association and (III) Salary Resolution for Unrepresented City Employees. (031)
ACTION: Moved item to K-1 of the agenda.

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 9 and 16, 2014; Minutes of the Special Meeting of the Oxnard City Council for December 23, 2014. (011)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (029)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

General Services Department

5. SUBJECT: Endorse Submittal of California Department of Water Resources (DWR) Grant for the 2014 Water Energy Grant Program Anticipated to be \$2.5 million. (057)
RECOMMENDATION: Adopt **Resolution No. 14,718**: 1) Endorsing the General Services Director's submittal of a grant application for 2014 Water-Energy grant funds which are anticipated to be \$2.5 million and which will be used for implementation of City water efficiency projects at Colonia and Del Sol Parks to reduce water and energy usage at these specific parks; 2) Authorizing the City Manager to execute a grant agreement if grant funds are awarded to the City; 3) Authorizing the Chief Financial Officer to appropriate the funds and perform all other required financial actions in accordance with the parameters of the grant application; and 4) Directing the General Services Director or designee to submit non-financial reports to DWR.
6. SUBJECT: Landscape Maintenance Districts Walkway Globe Replacement. (063)
RECOMMENDATION: Approve the one time appropriation of funds in the amount of \$ 15,753 from the fund balance of Special District #39 El Sueno/Promesa and \$12,973 from the fund balance of Special District #46 Daily Ranch for walkway globe replacement.
7. SUBJECT: Project Plans and Specification No. GS15-23 for Oxnard Beach Park Site Improvements. (065)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. GS15-23 for Oxnard Beach Park to make repairs and resurface three (3) parking lot areas; install new electrically operated gate at the maintenance area; install three (3) permit parking ticket machines and authorize staff to conduct a public bid solicitation.

Police Department

8. SUBJECT: Federal and State Asset Forfeiture Funds. (067)
RECOMMENDATION: Approve a special budget appropriation in the amount of \$113,250 for the use of Federal and State Asset Forfeiture funds allocated to the City of Oxnard Police Department for training and equipment purchases.

Utilities Department

9. SUBJECT: Plans and Specifications No. UD 15-24 Aquifer Storage and Recovery (ASR) Well No. 1 Project – River Ridge Golf Club. (069)
RECOMMENDATION: Approve Project Specifications No. UD 15-24 for the construction of ASR (aquifer storage and recovery) and monitoring wells as part of the Groundwater Replenishment Reuse Project and authorize staff to solicit bids.
10. SUBJECT: Plans and Specification No. UD13-02 Recycled Water Retrofit and Connection Project – River Ridge Golf Club. (073)
RECOMMENDATION: Approve Project Specification No. UD13-02 for the connection and retrofit of the recycled water line to the River Ridge Golf Club to provide irrigation of recycled water to golf course and landscape areas and authorize staff to solicit bids.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with staff returning to Council regarding creating replacement fund to replace “turf” (S-5) . (Padilla/MacDonald) Ayes: Padilla, Perello, Ramirez and MacDonald. Absent: Flynn.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 8:28 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

T. ADJOURNMENT

At 8:29 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 3, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:08 p.m. the City Council and Community Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was SOCMI, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 6:11 p.m. the Community Development Commission Successor Agency reconvened and recessed to the evening session. The Interim General Counsel announced the settlement regarding downtown theater and business district.

D. OPENING CEREMONIES

The regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACITY COUNCIL

At 8:56 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:56 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
February 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:23 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Chairperson Tim Flynn was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: Interim Redevelopment Services Manager (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Oxnard Community Development Commission Successor Agency for December 2, 9 and 16, 2014 (011)
RECOMMENDATION: Approve.

Community Development Department

4. SUBJECT: Approval of Contract Amendment for Professional Services with Thomas E. Figg, Consulting Services. (053)
RECOMMENDATION: Approve and authorize the Chairperson to execute a Second Amendment to Agreement for Consulting Services with Thomas E. Figg (6399-13-CD) to assist in winding down the affairs of the former Redevelopment Agency, to increase the amount by \$200,000 for a total of \$314,000, and extend the term to June 30, 2017.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Padilla/MacDonald) Ayes: Padilla, Perello, Ramirez and MacDonald. Absent: Flynn.

CITY COUNCIL

At 8:28 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:28 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

CARMEN RAMIREZ
Vice-Chairperson



Meeting Date: 4/28/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. I-2

Reviewed By: City Manager GM

City Attorney SMF

Finance SM

Other (Specify) _____

DATE: April 20, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 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, which are described on the attached list.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 04/28/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Fire John Colamarino	Telcom Agreement No. 7034-15-FI	Mobile Radio Repeaters Purchase of mobile radio repeaters to be installed in all fire response apparatus. This purchase will allow fire personnel to communicate on emergency scenes. Recent changes to radio frequencies created an inability for fire personnel to hear the tactical radio channel from a distance. 4 bids were solicited. Telcom was selected as the lowest bidder. Total Contract Amount: \$46,549 FundingSource: General Fund; Measure "O"; Safety Funds	\$46,549
B	Original Agreement	General Services / Facilities Maintenance Division David Hart	American Building Comfort Services Inc. Agreement No. 7052-15-CM	Remove, purchase and install three (3) HVAC package units for the Public Safety Building Vendor to remove, purchase and install 3 HVAC package units, one new 20 ton package unit, one new 7.5 ton package unit and one new 5 ton package unit in Public Safety Building. These units will replace old/worn out systems. 3 bids were procured through the bid process and American Building Comfort provided the lowest bid. Total Contract Amount: \$59,990 FundingSource: Internal Service Funds	\$59,990
C	Amendment	General Services / Fleet Services Division Michael Henderson	Bonnie J. Willers Agreement No. 6129-13-CM	Second Amendment to Agreement No. 6129-13-CM for Consulting Services Second Amendment to Agreement No. 6129-13-CM with Bonnie J. Willers extends agreement a 3rd year of a 5-year agreement for consultant to provide specialized software services to Fleet Services Division's fleet database system. Fleet management system is proprietary. The only sources for consulting services are the software owner, AssetWorks, and Bonnie J. Willers, a former AssetWorks employee who lives locally and is thus more cost-effective. Ms. Willers provides consulting services to AssetWorks customers like the City and County of Ventura, City and County of Santa Barbara, and other agencies in CA and Nevada. Total Contract Amount: \$36,000 FundingSource: Internal Service Funds	\$13,000

ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 04/28/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Change Order	Public Works/CPM Lou Balderrama	Granite Construction Company Agreement No. A-7630	Hueneme Road Widening Project	\$132,390
		340-5358	Change Order 2	Change Order No. 2 is for costs associated with the increase for labor and materials costs since the project was bid October 2013, awarded March 18, 2014. It also includes additional contract items to build the realigned water main over the bridge at the Ventura County Watershed Protection District Flood Control Channel and additional rental fees for the Port-A-Dam equipment. This contact was a Public Bid in accordance with the City's procurement policy and procedures. Total Contract Amount: \$2,515,959 FundingSource: Water Funds, State Gas Tax Funds, Storm Drain Facility Fee Funds	
E	Purchase Order	Police Keith Brooks	CDW, Inc. Purchase Order No. 2085	Purchase Requisition for QNAP Storage Computer data storage systems for Police.	\$35,154
17		385-7597		The purchase request is for Police network-based computer data storage systems appropriated as part of the FY2014-15 Asset Forfeiture funds. This purchase will be made under the Joint Purchase Program through the National IPA Technology Solutions contract number 130733. Total Contract Amount: \$35,154 FundingSource: Asset Forfeiture	
F	Purchase Order	Police Keith Brooks	Compucom Systems, Inc. Purchase Order No. 2051	Microsoft Enterprise Agreement for Police and Fire This is a yearly Microsoft Enterprise Agreement Payment for Police and Fire.	\$83,201
		385-7597		In 2005 the City approved the acquisition of software licenses under the Microsoft Enterprise Master License Agreement purchased through CompuCom for the County of Riverside. Our "piggybacking" with the Riverside agreement allows the purchase of software licenses at a reduced bulk rate only available to organizations with over 15,000 users. Total Contract Amount: \$83,201 FundingSource: General Fund	

ATTACHMENT
PAGE 7 OF 2



Meeting Date: 04/28/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Rahsaan J. Tilford, Assistant City AttorneyAgenda Item No. **I-3**Reviewed By: City Manager JMCity Attorney RTFinance P

Other (Specify) _____

DATE: April 20, 2015**TO:** City Council**FROM:** Rahsaan J. Tilford, Assistant City Attorney RT
Office of the City Attorney**SUBJECT:** Second Amendment to Option and Rooftop Lease Agreement (A-5400), Consent to Modifications

RECOMMENDATION

That the City Council (i) approve the Second Amendment to Option and Rooftop Lease Agreement (A-5400); (ii) authorize the Mayor to execute the Second Amendment to Option and Rooftop Lease Agreement (A-5400); and (iii) authorize the City Manager or his designee to provide written consent to AT&T to allow AT&T to file an application for administrative approval to substantially modify its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street.

DISCUSSION

The City entered into an Option and Rooftop Lease Agreement (A-5300) in 1996 (the "Agreement"). The Agreement authorizes New Cingular Wireless PCS LLC ("AT&T") to place wireless communications equipment on the roof of the Administrative Building located at 300 West Third Street. The Agreement was subsequently amended on August 1, 2006 by a First Amendment.

The current Agreement grants AT&T access to the roof of the Administrative Building for the purpose of servicing existing wireless communications equipment. Under the Agreement, AT&T is entitled to twenty-four (24) hour, seven (7) days per week access to the Administrative Building without the necessity of the City's prior written consent. The proposed Second Amendment requires that AT&T provide the City with forty-five (45) minutes prior notice before accessing the Administrative Building. The Second Amendment also requires that AT&T's personnel, whether an employee or contractor, display proper credentials while at the Administrative Building.

In addition to City Council approval of the Second Amendment, City staff is seeking Council authorization to provide written consent to AT&T to allow AT&T to file an application for

administrative approval to substantially modify its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street. The City has received a request from AT&T to substantially modify its existing wireless communications facility. Section 9 of the Agreement permits AT&T to substantially alter the existing facilities, but only with the prior written approval of the City. In addition, Section 16-488 of the Oxnard City Code authorizes the Planning Manager to approve or conditionally approve “[a] wireless communications facility on property owned, leased, or otherwise controlled by the city.” Section 16-488 also requires that the Planning Manager approve or conditionally approve an application for a wireless communications facility if the facility complies with all of the development standards of the Wireless Communications Facilities Ordinance and the zone in which such facility is to be located.

Since AT&T is seeking City approval of a substantial modification to their wireless facility, the Oxnard City Code requires administrative approval of such a request and the request involves City property, City staff is requesting that the City Council authorize the City Manager or his designee to provide written consent to AT&T to allow AT&T to file an application for administrative approval to substantially modify its wireless communications facility. After the City consents to AT&T filing its application, AT&T will submit an application for administrative approval.

FINANCIAL IMPACT

None.

Attachment #1 - Second Amendment to Option and Rooftop Lease Agreement (A-5400).

SECOND AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

THIS SECOND AMENDMENT ("**Second Amendment**") to the Option and Rooftop Lease Agreement ("**Lease**") is made and entered into in the County of Ventura, State of California, this 1st day of April, 2015, by and between the City of Oxnard, a municipal corporation ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("**Tenant**"). This Second Amendment amends the Lease entered into on November 19, 1996, whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communication equipment thereon. The Lease has previously been amended on August 1, 2006, by a First Amendment.

Landlord and Tenant agree as follows:

1. Section 9(c) of the Lease shall be amended to read as follows:

"Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week, access to the Premises. Access shall be provided by Landlord's staff within forty-five (45) minutes of notification by Tenant to Landlord by calling 805-385-8099 during normal business hours or 805-385-7600 after hours and requesting access or by calling such other phone number that Landlord may provide Tenant for the purpose of prior notification. Additionally, all Tenant personnel, whether employee or contractor, shall display proper credentials at all times while on Premises."

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

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD

CITY OF OXNARD,
a municipal corporation

Tim Flynn, Mayor

TENANT

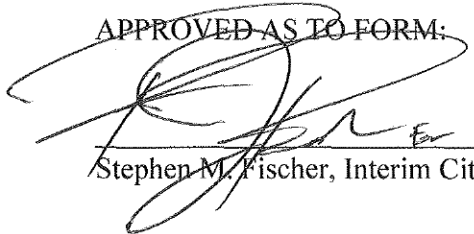
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

James Stickney,
Director Construction & Engineering

ATTEST:

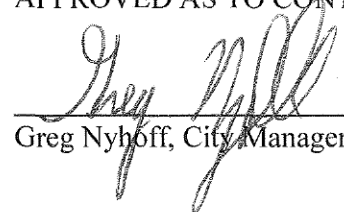
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Greg Nyhoff, City Manager

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Kymberly R. Horner *K.H.*Item No. **I-4**Reviewed By: City Manager *JM*City Attorney *DOB*Finance *D*

Other (Specify) _____

DATE: April 15, 2015**TO:** Successor Agency to the former Community Development Commission**FROM:** Kymberly R. Horner, Economic Development Director *Kymberly Horner***SUBJECT:** Modification of the Commission Loan Documents to Extend the Repayment Term ("Loan Extension") Involving Rehabilitation of Certain Real Property Located at 348 South Oxnard Boulevard (Currently Occupied by Ruby's Café)**RECOMMENDATION:**

Subject to and Contingent Upon Satisfying the Conditions Precedent Set Forth Herein:

1. Consent to the Loan Extension
2. Transmit the Promissory Note Modification/Extension to the Oversight Board and Department of Finance for Final Approval
3. Authorize and Direct the Interim Redevelopment Services Manager to Open Escrow, Execute and Deposit the Promissory Note Modification/Extension, and Take All Actions Necessary and Appropriate to Implement the Loan Extension as Specified in Attachment 2

DISCUSSION**Background.**

As detailed in the recitals of Attachment 1, the City's former Community Development Commission made an acquisition/rehabilitation loan in 2005 for the amount of \$700,000 to Guadalupe Martinez (the "Developer") to redevelop certain real property located at 348-350 South Oxnard Boulevard (currently occupied by Ruby's Café (hereinafter referred to as the "Property")). The original loan terms provide for a 30-year amortization of principal and interest (with periodic adjustments in rate), fully due and payable in ten years as set forth in the promissory note, deed of trust and associated documents (the "Commission Loan Documents"). All loan payments must be applied against the total outstanding debt obligations of the Successor Agency, which translates to increased tax revenues available for distribution to affected taxing entities on a proportional basis.

The Developer seeks a 10-year extension of the loan term. Should the promissory note *not* be extended, the estimated payoff amount due on June 5, 2015, would be \$473,634. Should the loan term be extended an additional 10 years, the combination of loan payments collected over this period (including repayment of the outstanding balance at the end of the extended term) would amount to \$623,839. In a worst case scenario, accelerated loan payoff at this juncture could force a business decision to shutter the current restaurant operation. Alternatively, an extension of term could ultimately

benefit all taxing entities when comparing loan repayment at 3% interest versus a current Local Agency Investment Fund rate of 0.278%.

Finally, extension of the loan term would affirmatively further the City's economic development, business retention and downtown revitalization goals. In the specific instance of Guadalupe Martinez, a loan extension would enable Ruby's Café to remain at a highly visible location along Oxnard Boulevard and showcase the tangible value of public reinvestment. In a post-AB 1x26 era, there are few remaining opportunities to implement redevelopment objectives while benefiting affected tax entities. This happens to be one such example.

Conditions Precedent. As measures of protection, it is recommended that the Loan Extension and associated modification of Commission Loan Documents be processed and recorded through escrow subject to and contingent upon satisfying the following instructions:

- The Successor Agency's loan, as amended, shall be maintained in position superior to all other recorded encumbrances, except for real property taxes due and payable to the County of Ventura which shall continue to have priority.
- The Developer shall: (i) evidence that the judgment listed as Item #6 in the Lot Book Report (Attachment 3) has been satisfied; and (ii) execute and record subordination agreements with all junior lien holders (in a form acceptable to Successor Agency legal counsel) so as to maintain the Successor Agency's loan, as amended, in a position superior to all other secured debt.
- A Title Report (with a lender's title insurance policy) shall be provided to the Successor Agency a close of escrow to evidence recordation of subordination agreements and maintenance of the Successor Agency's loan position superior to all junior lien holders.
- The Developer shall pay the City of Oxnard a loan fee equal to 2% of the current outstanding balance of the Successor Agency's loan to pay for escrow fees, legal and administrative costs to process the Loan Extension.
- Developer shall have: (i) provided the Successor Agency evidence of insurance in compliance with the terms of Paragraph 5 of the Deed of Trust; and (ii) restored the Property to a state of good condition and repair as determined by the Interim Redevelopment Services Manager.

FINANCIAL IMPACT

Income derived from payments by the Developer must be applied against enforceable obligations of the Successor Agency. Whether the Guadalupe loan is repaid at the end of the current term or in the year 2025, the stream of payments ultimately benefits all affected taxing entities by reducing the amount of increment otherwise required to retire existing debt reported in the Agency's Recognized Obligation Payment Schedule ("ROPS"). As noted above, there is an income differential of \$150,205 between the current loan term and a 10-year extension (*i.e.*, \$623,839 minus \$473,634).

An additional consideration is the security of the Successor Agency's loan. The loan is evidenced by a deed of trust in the original sum of \$700,000, secured in a superior position to all other indebtedness (excepting property taxes). According to County Assessor Records, the value of the secured property is

\$1.78 million compared to a combined secured indebtedness of \$1.49 million, resulting in a debt to value ratio of 84%. This debt coverage is highly conservative insofar as it does not account for the current balance of outstanding loans. For example, the current outstanding balance of the Agency loan is \$498,017 compared to the original principal of \$700,000.

Attachment 1 – Proposed Promissory Note Term Extension
2 – Authorization and Direction to the Interim Redevelopment Services Manager
3 – Lot Book Report

ATTACHMENT 1
Proposed Promissory Note Term Extension

[behind this page]

Pursuant to Section 27383
of the California Government Code,
the Oxnard Community Development
Commission Successor Agency is not
required to pay Ventura County
recording fees.

After recording, return to:
City of Oxnard
Community Development Department
Attn: Kymberly Horner
214 South C Street
Oxnard, California 93030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

PROMISSORY NOTE MODIFICATION/EXTENSION

This PROMISSORY NOTE MODIFICATION/EXTENSION (this "Modification/Extension") is made this _____ day of _____, 2015, by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic ("Successor Agency"), who became successor-in-interest to the former Oxnard Community Development Commission by operation of law on February 1, 2012 ("Commission"), and GUADALUPE MARTINEZ, an individual, ("Developer"), with reference to the following facts:

RECITALS

- A. Commission and Developer entered into a Disposition and Development Agreement dated August 11, 2004 (the "DDA") pursuant to which Commission has conveyed certain real property to Developer (the "Property") that Developer agreed to rehabilitate in order to operate a 9,000 square foot, sit down restaurant, salsa club and private party catering business (the "Project"). The Property is subject to use restrictions as set forth in the DDA and in a recorded grant deed (the "Grant Deed"). The Property is legally described on Exhibit A which is attached hereto and incorporated herein by reference.
- B. Also pursuant to the DDA, Commission agreed to loan certain monies to Developer to assist Developer with the rehabilitation of the Project (the "Commission Loan").
- C. The Commission Loan is evidenced by a promissory note in the amount of \$700,000 (the "Commission Note") dated February 5, 2005 and is secured by, among other things, a Deed of Trust (the "Commission Deed of Trust") made concurrently therewith and executed by Developer in favor of Commission and recorded on February 25, 2005 in the Official Records of the Ventura County Recorder as Document No. 20050225-0047197. The Commission Note, the Commission Deed of Trust, the DDA and the restrictions contained in the Grant Deed may be referred to collectively as the "Commission Loan Documents".

- D. As set forth in Section 618 of the DDA, amendments to the DDA including the Commission Loan Documents through incorporation by reference, must be in writing and signed by Commissioner and Developer.
- E. The Commission Deed of Trust provides it secures the Commission Note including this Modification/Extension because in the Commission Deed of Trust "[t]he Note and the DDA (collectively "Secured Obligations") and all their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modification or renewals therefor however evidenced..."
- F. The Commission Note was for a term of 10 years and is currently due and payable in full on, or about, June 5, 2015 (the "Original Maturity Date").
- G. Developer is not in breach of the DDA or the Commission Note.
- H. Developer's Notice Address referenced in the Commission Loan Documents has changed to 55 Mallard Avenue, Goleta, CA 93117, and Developer wishes his attorney to be copied with all correspondence relate to the Commission Loan Documents at: Law Offices of John J. Thyne III, c/o John J. Thyne III, 2000 State Street, Santa Barbara, CA 93105.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agency and Developer hereby agree as follows:

AGREEMENT

1. Liability of Developer: Developer ratifies and reconfirms Developer's obligations and all liability to Successor Agency under the terms and conditions of the Commission Loan Documents and acknowledges that Developer has no defenses to or rights to set-offs against Developer's obligations and all liability to Successor Agency thereunder. Developer further acknowledges that Successor Agency has performed all of Successor Agency's obligations under the Commission Loan Documents.
2. Modification of Commission Loan Documents: The Commission Loan Documents are hereby modified in the following manner:
 - (a) In all places where the Original Maturity Date appears, it is replaced by the Extended Maturity Date such that the Commission Note and obligations securing performance under the Commission Note shall mature on June 5, 2025.
 - (b) Payment of principal and interest shall be made in consecutive monthly installments on the fifth (5th) day of each and every successive month commencing on June 5, 2015, based on the outstanding loan balance existing as of June 4, 2015 (as determined by the City's Finance Department), with an annual interest rate of 4.25%, amortized over thirty (30) years. Any and all unpaid principal and interest due shall be due and payable on June 5, 2025.

(c) Formal notices, demands, and communications shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the addresses of the parties as set forth below. Such notices, demands and communications if given in person shall be deemed given when delivered, and if given by mail shall be deemed given three (3) business days after deposit in the mail. Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by mail as provided in this Section.

Successor Agency: THE OXNARD COMMUNITY DEVELOPMENT
DEPARTMENT
214 South C Street
Oxnard, California 93030
Attention: Interim Redevelopment Services Manager

With a copy to: KANE, BALLMER & BERKMAN
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention: Todd C. Mooney, Esq.

Developer: GUADALUPE MARTINEZ
55 Mallard
Goleta, California 93117

With a copy to: JOHN J. THYNE III
LAW OFFICES OF JOHN J. THYNE III
2000 State Street
Santa Barbara, California 93105

3. Ratification of Commission Loan Documents: As modified in paragraph 2 above, the Commission Loan Documents are in all respects ratified and confirmed by Developer and Successor Agency and incorporated by reference herein, and each of the Commission Loan Documents and this Modification/Extension shall be read, taken and construed as one and the same instrument. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Commission Loan Documents. In the event of any conflict between the terms of this Modification/Extension and the Commission Loan Documents, the provisions of this Modification/Extension shall control.
4. This Modification/Extension may be executed in counterparts, each of which, when taken together, shall constitute one original.
5. This Modification/Extension shall be binding on and inure to the benefit of the parties to this Modification/Extension and their respective successors and assigns.
6. This Modification/Extension shall not become effective until: (i) the Conditions Precedent have been satisfied; (ii) this Modification/Extension has been fully executed by the parties listed below; and (ii) the Commission Loan Documents, as amended, have

been recorded in the Office of the Ventura County Recorder. As used herein, the term "Conditions Precedent" are those certain terms and requirements prescribed by Successor Agency, Oversight Board and California Department of Finance in their respective approval of this Modification/Extension.

[signatures begin on following page]

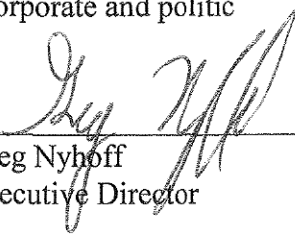
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IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on their behalf by their respective officers as of the date first written above.

"Successor Agency"

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY, a public
body, corporate and politic

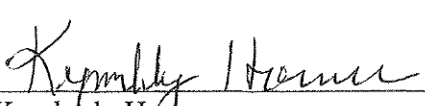
Date: _____

By:  _____
Greg Nyhoff
Executive Director

ATTEST:

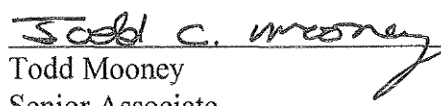
By: _____
Daniel Martinez
Successor Agency Secretary Designate

APPROVED AS TO CONTENT:

By:  _____
Kymberly Horner
Interim Redevelopment Services Manager

APPROVED AS TO FORM:

Kane, Ballmer & Berkman
Successor Agency Special Counsel

By:  _____
Todd Mooney
Senior Associate

[signatures conclude on following page]

"Developer"

GUADALUPE MARTINEZ, an individual

Date: 9-4-14

By:


Guadalupe Martinez

STATE OF CALIFORNIA)

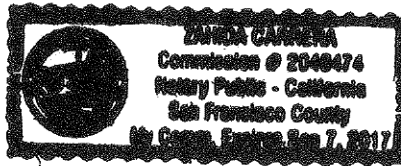
COUNTY OF Santa Barbara,

On SEPT. 4 before me, Zahida Carrera Notary Public, personally appeared Guadalupe MARTINEZ, 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: Zahida Carrera (Seal)



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Exhibit A

Legal Description

[behind this page]

EXHIBIT A

PARCEL 1:

Lots 17, 18 and 19, in the City of Oxnard, as the same are designated and delineated upon that certain map entitled "Map showing Subdivision for Walter H. Lathrop of Part of Sub. 31 Rancho El Rio de Santa Clara O' La Colonia. Oxnard, Ventura County, California" and recorded in the office of the County Recorder of said Ventura County, in Book 6, Page 41 of Miscellaneous Records.

EXCEPTING THEREFROM the Westerly 20 feet.

TOGETHER WITH a strip of land, 17 feet wide, lying adjacent to and Easterly of the above described lots more particularly described as follows:

BEGINNING at the Northeast corner of Lot 17 of said tract; thence,

- 1st: Along the Easterly prolongation of the Northerly line of said Lot 17, a distance of 17.00 feet; thence,
- 2nd: South along a line parallel with and distant 17.00 feet from the East line of said Lots 17, 18 and 19, a distance of 79.85 feet to the Easterly prolongation of the Southerly line of said Lot 19; thence,
- 3rd: West 17.00 feet to the Southeast corner of said Lot 19; thence,
- 4th: North along the East line of said Lots 17, 18 and 19 to the **POINT OF BEGINNING**.

Said parcel contains 10,380 square feet, more or less.

This description was prepared by Warren D. Smith, L.S. and was compiled from record data.

ATTACHMENT 2
Disbursement Authorization and Instructions

The Successor Agency hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director of the Successor Agency and Successor Agency General Counsel, in order to implement and effectuate the modification of the Commission Loan Documents in accordance with the terms and conditions contemplated herein, and to effectuate all other necessary actions in furtherance thereof, including, without limitation, approving extensions of deadlines, amendments, changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee, and executing all documents, instruments, and agreements on behalf of the Successor Agency as necessary or required and (ii) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant thereto and all documents, instruments, and agreements required by and for the modification of the Commission Loan Documents in accordance with the terms and conditions contemplated herein.

ATTACHMENT 3
Lot Book Report

California Lot Book, Inc.

dba California Title Search Co.

P.O. Box 9004

Rancho Santa Fe, CA 92067

(858) 278-8797 Fax (858) 278-8393

info@lotbook.com

WWW.LOTBOOK.COM

Lot Book Report

Thomas E. Figg, Consulting Services
204 Willowbrook Drive
Port Hueneme, CA 93041

CTS Reference No.: 0414464

Title Search Through: April 6, 2014

Property Address: 350 S Oxnard Blvd.
Oxnard, CA 93030

Assessor's Parcel No.: 201-0-160-(250-260)

Assessed Value: \$1,782,082 (Combined Parcels)

Exemption: None

Property Characteristics

Use: Restaurant Building/Parking Structure

Improvements: 12,664 square feet

Short Legal Description

PARCEL 1: LOTS 17, 18 AND 19, IN THE CITY OF OXNARD, AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP SHOWING SUBDIVISIONS FOR WALTER H. LATHROP OF PART OF SUB. 31 RANCHO EL RIO DE SANTA CLARA O' LA COLONIA. OXNARD, VENTURA COUNTY, CALIFORNIA" AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY, IN BOOK 6, PAGE 41 OF MISCELLANEOUS RECORDS, AS FURTHER DESCRIBED.

PARCEL 2: LOT 20 AND THE NORTH 15 FEET OF LOT 21, AS THE SAME ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP SHOWING SUBDIVISIONS FOR WALTER H. LATHROP OF PART OF SUB. 31 RANCHO EL RIO DE SANTA CLARA O' LA COLONIA. OXNARD, VENTURA COUNTY, CALIFORNIA" AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY, IN BOOK 6, PAGE 41 OF MISCELLANEOUS RECORDS, AS FURTHER DESCRIBED.

Last Title Transfer

Recorded: February 25, 2005
Recorders File No. 05-47196

Transfer Stamps:

Grantor: Community Development Commission of the City of Oxnard
Grantee: Guadalupe Martinez

California Lot Book, Inc., dba California Title Search Co.

CTS Reference No. 0414464

Title Search Through April 6, 2014

The Title To Said Estate Of Interest At The Date Hereof Is Vested In:

Guadalupe Martinez, an individual

1. Tax Status: Current (Combined Parcels)

The following tax installments are for the current fiscal year only and do not include prior year delinquencies or supplemental assessments. Exact amounts owed should be verified with the County Tax Collector.

For Fiscal Year: 2013-2014

First Installment: \$12,592.48 Due December 10, 2013 (Paid)

Second Installment: \$12,592.48 Due April 10, 2014 (Paid)

2. A Deed of Trust in the Amount of: \$700,000.00

Trustor: Guadalupe Martinez

Trustee: Lawyer's Title Company

Beneficiary: The Community Development Commission of the City of Oxnard
305 West 3rd Street
Oxnard, CA 93030

Recorded: February 25, 2005, Recorders File No. 05-47197

Request for Notice

Recorded: March 6, 2006, Recorders File No. 06-47733

Request for Notice of Delinquency

Recorded: March 6, 2006, Recorders File No. 06-47734

3. Notice of Land Use Restrictions and Conditions

Recorded: March 3, 2005, Recorders File No. 05-53409

4. A Deed of Trust in the Amount of: \$300,000.00

Trustor: Guadalupe R. Martinez

Trustee: First American Title Insurance Company

Beneficiary: Philip F. Condon and Jeanette C. Condon, Trustees
2443 Calle Linares St.
Santa Barbara, CA 93109

Recorded: March 6, 2006, Recorders File No. 06-47732

Please be advised that this is not Title Insurance. The information provided herein reflects matters of public record which impart constructive notice in accordance with California Insurance Code 12340.10

Subordination Agreement

Recorded: March 6, 2006, Records File No. 06-47735

Modification of the Terms and Conditions under said Deed of Trust

Amt. Increased to: \$425,000.00

Recorded: February 13, 2007, Records File No. 07-30454

5. A Deed of Trust in the Amount of: \$40,000.00

Trustor: Guadalupe R. Martinez

Trustee: First American Title Company

Beneficiary: Philip F. Condon and Jeanette C. Condon, Trustees
2443 Calle Linares
Santa Barbara, CA 93109

Recorded: May 16, 2008, Records File No. 08-77881

6. Abstract of Judgment in the Amount of: \$23,582.31

Case No.: 1306435

Court: Superior Court of California, County of Santa Barbara

Creditor: Jordano's, Inc.

c/o Laborde & Daugherty
21 E. Canon Perdido St., Ste. 305
Santa Barbara, CA 93101

Debtor: Guadalupe Martinez, Lilia Martinez, and Martinez, Inc.

Recorded: September 29, 2009, Records File No. 09-161369

Note: A Statement of Identification from Guadalupe Martinez will be required to determine if said Abstract of Judgment is a valid lien against the subject property.

7. Covenant to Allow Use of Off-Site Parking Spaces

Recorded: December 6, 2011, Records File No. 11-186395

– End of Report –

Note: A Statement of Identification from Guadalupe Martinez, will be required to determine all liens and encumbrances affecting the subject property.

Please be advised that this is not Title Insurance. The information provided herein reflects matters of public record which impart constructive notice in accordance with California Insurance Code 12340.10. Note that we are not a Title Insurance Company, and that no express or implied warranty as to the accuracy or completeness of the information provided herein is granted. Our work has been performed under short time constraints with a quick turn around, and is based in part on the use of databases outside of our control. The recipient hereby acknowledges that California Lot Book, Inc. assumes no liability with respect to any errors or omissions related to the information provided herein. Also note that this search has been performed without the benefit of a Statement of Identification from the property owners, and if a search was performed for liens recorded against owner names, we cannot be sure that the information provided relates to the actual property owners, or is complete with respect to the property owners. In any event, our liability is limited to the amount of fees collected for the information provided herein.



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Cynthia Daniels

Agenda Item No. **I-5**Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*

Other (Specify) _____

DATE: April 8, 2015**TO:** City Council

FROM: Matthew G. Winegar, Director
Development Services Department

SUBJECT: Temporary Right of Entry Grant to City from Ralphs Grocery Company**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with Ralphs Grocery Company at no cost for a temporary right of entry to 150 West Esplanade Drive to 451 West Esplanade Drive for bus stop improvements in the future public right of way (Project Specification No. DS14-21) (Agreement 7049-15-DS).

DISCUSSION

City Council approved the project specification no. DS 14-21 on July 8, 2014, for improvements to the sidewalk and three existing bus stops on Esplanade Drive and Vineyard Avenue. The project is partially funded by the Federal Transit Administration through a grant from the Ventura County Transportation Commission. The city is coordinating the construction of two bus pullouts and sidewalk improvements on eastbound Esplanade Drive with the reconstruction of the Food 4 Less Shopping Center on the southwest corner of Esplanade Drive and Vineyard Avenue. The proposed sidewalk and bus pullouts are located within future right of way on Wagon Wheel Road and Esplanade Drive, respectively. The developer of the shopping center has not dedicated the right of way to the city yet, so a right of entry agreement is needed to authorize the city's contractor and representatives to enter and use the private property to construct the city's project. The temporary right of entry is valid for six months. The developer will record a parcel map dedicating the additional right of way at a later date.

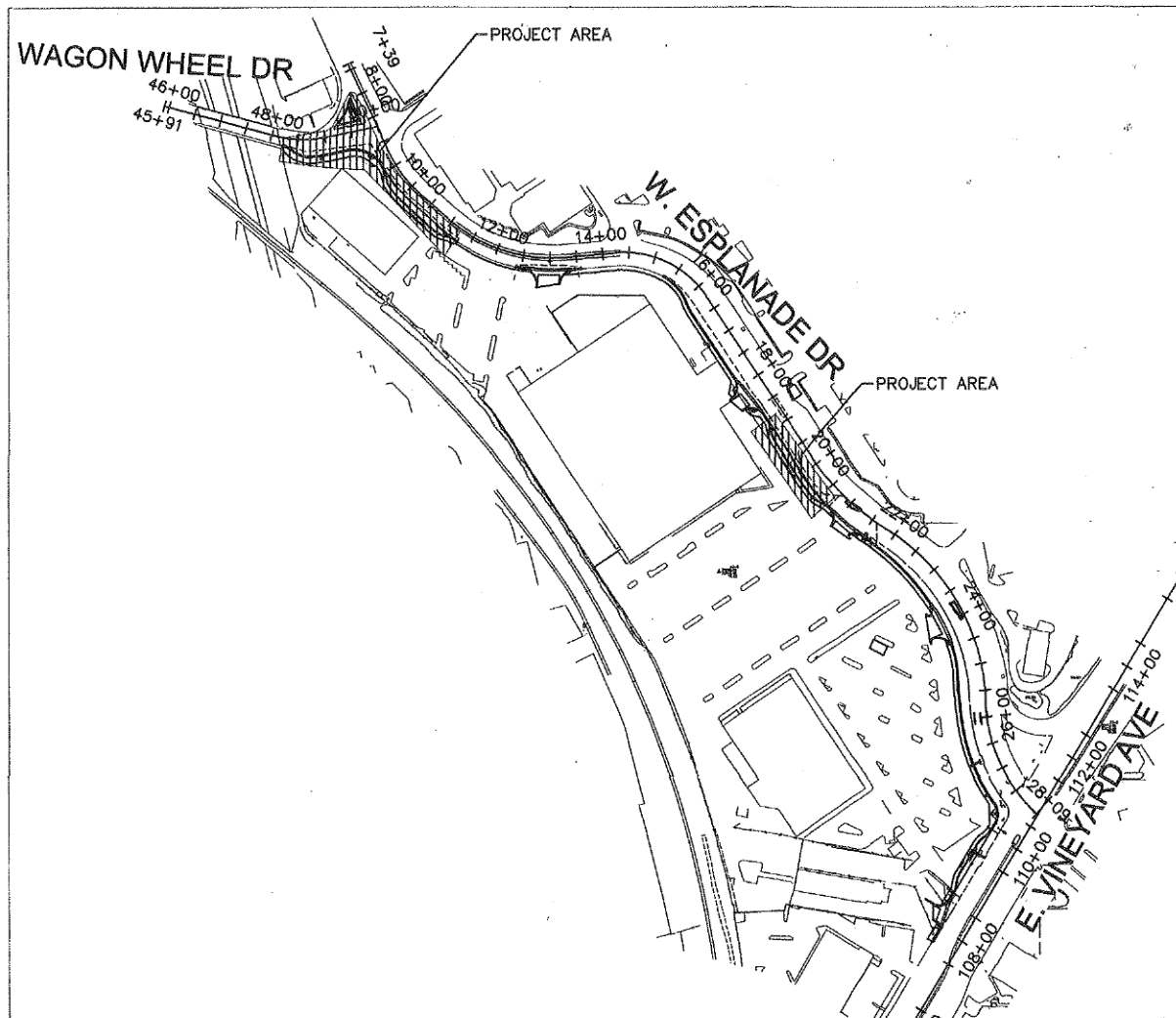
FINANCIAL IMPACT

There is no cost to the city for the temporary right of entry from Ralphs Grocery Company.

CD

Attachment #1 - Location Map

#2 - Agreement No. 7049-15-DS for Temporary Right of Entry Grant



INDEX MAP
SCALE: 1" = 200'

PARCEL NO.: 142-0-010-435

PROJECT: Bus Stop Enhancements on
Esplanade Drive

TEMPORARY RIGHT OF ENTRY GRANT

This Temporary Right of Entry Grant ("Grant") is dated this _____ day of _____, 2015, and is granted to the City of Oxnard, a municipal corporation, and its contractors, agents, employees and invitees (collectively, the "Permittee") to enter upon the Property as hereinafter defined for the purpose(s) and on the terms and conditions set forth below in this Entry Permit ("Permit"):

by **Ralphs Grocery Company, an Ohio corporation** ("Property Owner" or "Owner"), the legal owner of the property identified herein.

The Property: The Property Owner is the legal owner of that certain real property located in the County of Ventura, California, more specifically identified as APN 142-0-010-430 (the "Property") commonly known as 150 West to 451 West Esplanade Drive in Oxnard.

Temporary Construction on the Property: To complete the necessary construction activities associated with City of Oxnard Project Specification No. DS14-21 that includes the bus stop enhancements on Esplanade Drive, the Permittee desires to enter the Property for purposes of clearing and grubbing; saw cut and remove asphalt concrete pavement, base, curb, gutter, and sidewalk; install concrete bus pull-outs, concrete sidewalk; placement & compaction of asphalt concrete, two bus shelters, metal benches, trash receptacles, bicycle racks; relocation of existing bus shelters, metal benches and trash receptacles; relocation of utilities, adjust utility covers to finished grade; and install signs and striping at two locations along Esplanade Drive. Permittee will require its contractor to add the property owner as an additional insured.

Such activities will be done at the location depicted on the attached map referenced as Exhibit "A" (Drawing No. 13-14A, Sheet Nos. 1, 3, 4, and 5).

Consent to Enter: The Property Owner hereby grants Permittee permission to enter the Property. The Permittee shall conduct the work in a professional manner and make every reasonable effort to maintain the Property in its original condition upon the earlier of either (a) 15 days of the expiration of said Grant or (b) discontinued use of the Property.

Time Period & Notice: The duration of this Temporary Right of Entry Grant will be for six (6) months. The notice period will begin immediately following Permittee's written notice of entry. Permittee will provide a minimum of a five (5) days written notice prior to entering Owner's property. Current contact information is as follows:

Contact Name: Mr. Greg Peters

Contact Daytime Phone Number: (310) 900-3589

____ I am the current property owner. Please contact me at the above number.

X Please contact (alternative person) Angelo DeVito
at (310) 900-3276 (phone number).

X There are tenants on the property.

X There is a locked gate to the property.

Recordation: This Agreement shall not be recorded. However, the Property Owner agrees that if any transfer of title to the Property occurs during the effective period identified herein, then the Property Owner agrees that this Temporary Right of Entry Grant shall be binding on the Owner's transferees and/or new owners, and Owner further agrees to give notice of this Temporary Right of Entry Grant to those new owners or transferees.

DATED: _____

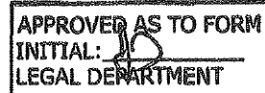
CITY OF OXNARD

RALPHS GROCERY COMPANY

Tim Flynn, Mayor

Tom Acevedo,
Vice President Real Estate

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

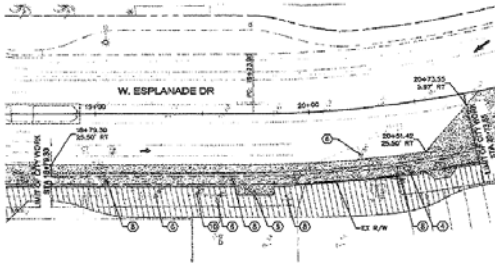
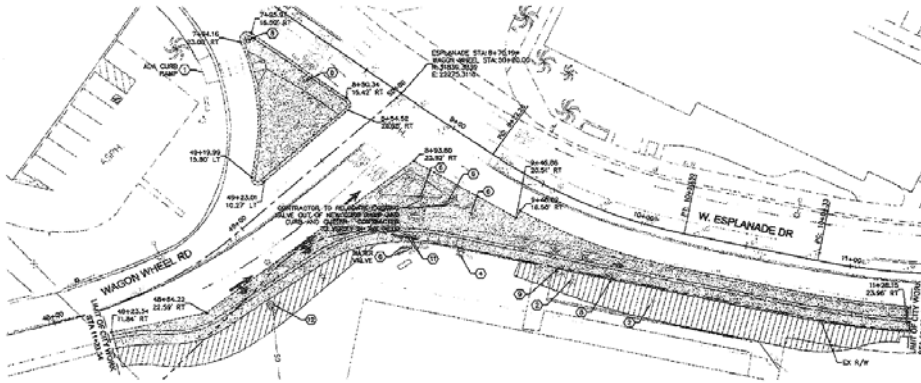
Risk Manager

APPROVED AS TO CONTENT:

Matthew Winegar, Development Services Director

Exhibit A

(See attached two sheets)



LANDSCAPE LEGEND

	SAWDUST AND REMOVE AS PANDIGIT, BASE, CLEAR, CUTBACK AND SEALER
	CLEAR AND OTHER (INCLUDE LANDSCAPE VEGETATION, HARDSCAPE, STRUCTURED IRRIGATION, FOUNDATIONS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS)

----- CENTERLINE
----- EX RIGHT-OF-WAY

GRAPHIC SCALE IN FEET

A horizontal line with vertical tick marks at 0, 10, 20, and 40 feet. The line is divided into four equal segments by these marks. The first segment (0-10) is solid black. The second segment (10-20) is white with a black border. The third segment (20-30) is solid black. The fourth segment (30-40) is white with a black border.

DS14-21

ATTACHMENT 2
PAGE 2 OF 7



BENCH MARK

FO VENTURA COUNTY BENCHMARK "A 876": 2" ALUMINUM DISK STAMPED "A 876 182P 2.5 SELLER NORTH ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT ODMARD, AT CONCRETE BRIDGE 406.25 OVER U.S. HIGHWAY 101 ALTERNATE, IN THE TOP OF THE SOUTHWEST END OF THE NORTHWEST ABUTMENT, 7.0 FEET SOUTHWEST OF THE SOUTHWEST RAIL, AND ABOUT 1' LOWER THAN THE TOP RAIL. ELEVATION: 75.779 FEET (NAVD 83)

PREPARED BY

**Kimley-Horn
and Associates, Inc.**

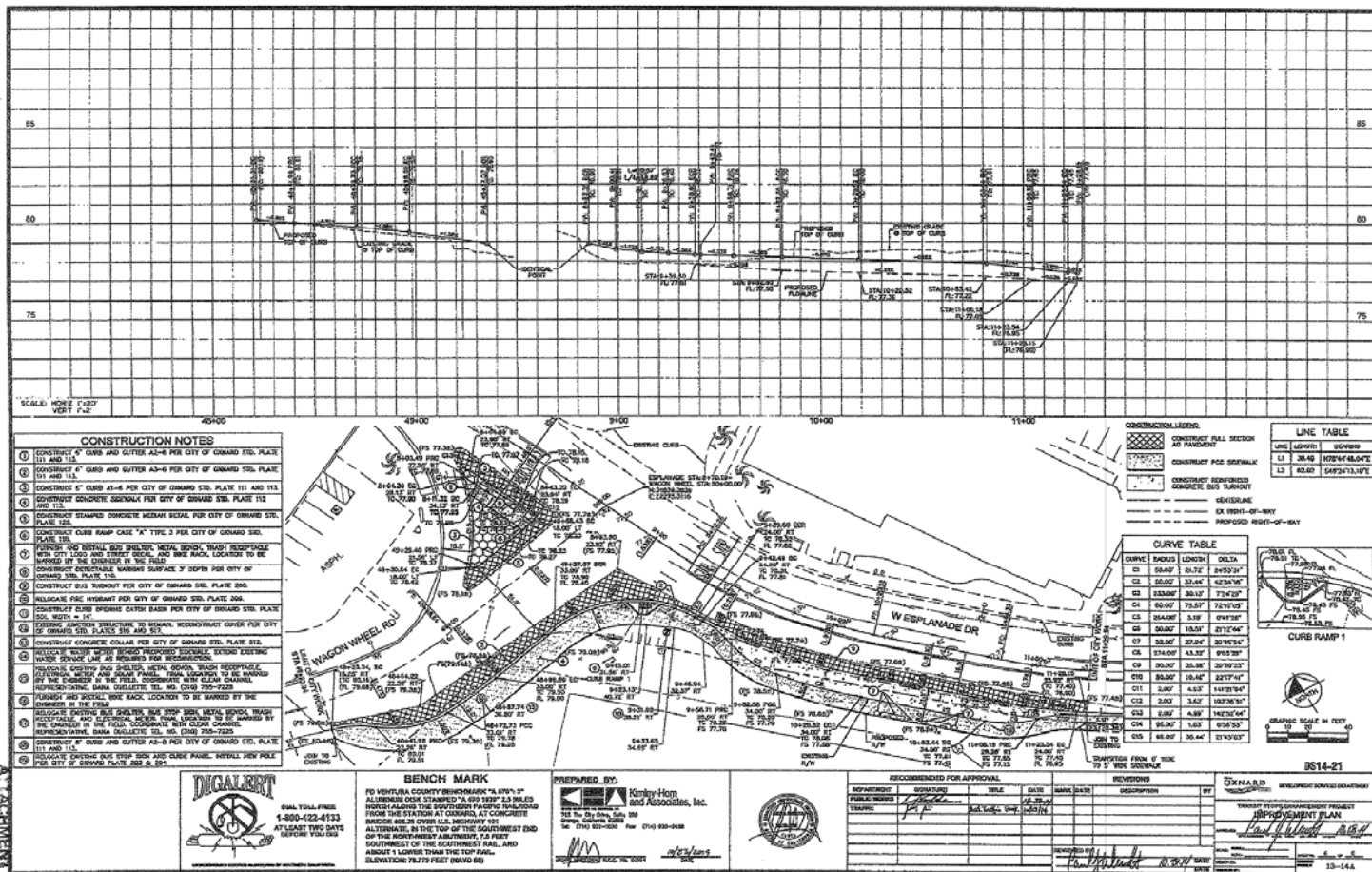
790 The City Drive, Suite 210
Orange, California 92665
Tel: (714) 936-1000 Fax: (714) 936-0400

JOHN W. HARRIS, P.E., No. 53464



RECOMMENDED FOR APPROVAL				REVISIONS		OXNARD SEWERAGE DISTRICT	
DEPARTMENT	SIGNATURE	TITLE	DATE	REVISION DATE	DESCRIPTION	BY	DEPARTMENT CHIEF OR AUTHORITY
PUBLIC WORKS	<i>[Signature]</i>	<i>Asst. Dir. Eng.</i>	<i>12-28-94</i>				TRAFFIC SIGNAL IMPROVEMENT PROJECT RESOLUTION PLAN <i>[Signature]</i> <i>12-28-94</i>
TRAFFIC	<i>[Signature]</i>						
RECEIVED BY: <i>[Signature]</i>				DATE: <i>1-2-95</i>		DATE: <i>1-2-95</i> TIME: <i>10:00 AM</i> 15-14A	





Meeting Date: 04 / 28 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend *PF*Agenda Item No. *I-6*Reviewed By: City Manager *M*City Attorney *SB*Finance *JP*

Other _____

DATE: April 2, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MHA***SUBJECT:** Project Plans and Specification No. GS15-28 for Oxnard Transit Center (OTC) Bus Islands Re-Roofing**RECOMMENDATION**

That City Council adopt plans, specifications, and working details for Project Specification No. GS15-28 to re-roof the Bus Islands located at the Oxnard Transit Center, 200 East Fourth Street and authorize staff to conduct a public bid solicitation.

DISCUSSION

The project is to re-roof all 16 bays of the bus islands with batten standing seam metal roofing material in a color to match the main terminal building and make any needed repairs to the associated structure. The bus island is the main terminus for Oxnard's transit provider, Gold Coast Transit District (GCTD), and part of the Oxnard Transit Center (OTC). Constructed in 1996 and located on 201 East Fourth Street, the OTC is the County's largest multi-model transit center, serving residents with Amtrak and Metrolink Rail services, as well as bus transit services. The existing roof over the bus island is part of the original OTC construction, and nearly 30 years old. The funding for this project is from the state Transportation Development Act (TDA) and is restricted for transit uses only.

FINANCIAL IMPACT

Sufficient funds are available from the Oxnard Transit Center (OTC) Bus Islands Re-roofing Project No. 153121.

MH/pcf

Note: Copy of Project Specification No. GS15-28 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, April 20th.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FOR
DARCEY SPENCER FOR OVER TWENTY-ONE YEARS OF EXEMPLARY
SERVICE AS LIBRARY AIDE II AT THE OXNARD PUBLIC LIBRARY

WHEREAS, Darcey Spencer has given 21 years and 8 months of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Darcey Spencer began her career with the City of Oxnard as a permanent Library Aide I on April 26, 1993, and thereafter was promoted to permanent Library Aide II; and

WHEREAS, Darcey Spencer throughout her career as a Library Aide has demonstrated excellent customer service; and through her personal skills and commitment to her responsibilities, Darcey Spencer has served as a model employee for the City of Oxnard; and

WHEREAS, Darcey Spencer will be truly missed at the Oxnard Public Library and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend Darcey Spencer for 21 years and 8 months of exemplary service to the City of Oxnard and extends best wishes for success in all future endeavors.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'S. Fischer', is written over a horizontal line.

Stephen M. Fischer, Interim City Attorney



Meeting Date: 04/28/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other

Bill Birch, Fleet Services Manager

Prepared By: Todd Vasquez-Housley, Environmental Resources-MRF Manager Agenda Item No. **I-8**Reviewed By: City Manager YM City Attorney SMF Finance JD Other (Specify) _____**DATE:** April 16, 2015**TO:** City Council**FROM:** Martin Erickson, Deputy City Manager**SUBJECT:** Approval of Purchase Orders (POs) 5328 and 5329 for Purchase of Five Compressed Natural Gas (CNG) Refuse Vehicles from Velocity Truck Center**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute purchase order 5328 in the amount of \$900,022.14 for the purchase of three (3) front-end loader commercial refuse vehicles and purchase order 5329 in the amount of \$489,969.68 for the purchase of two (2) industrial roll-off vehicles—a total of five (5) CNG vehicles—from Velocity Truck Center for the combined amount of \$1,389,991.82.

DISCUSSION

The City of Oxnard Environmental Resources Division fleet is currently comprised of vehicles with an average age of over 11 years. According to the Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems received by Council on March 17, 2015, many of the vehicles are beyond their prescribed, serviceable life. While safe to operate, down-times and maintenance costs to keep these vehicles on the road safely are continually increasing as the vehicles age.

Additionally, the Environmental Resources Division fleet is currently 100% diesel. The cost of diesel fuel can be up to three times as high as Compressed Natural Gas (CNG) fueled vehicles. Most refuse collection fleets in California (public and private) have initiated converting their diesel fleets to CNG or other alternative fuel vehicles. This is now recognized as a fundamental Best Management Practice (BMP) in the industry. Further, CNG fuel is a much cleaner alternative to diesel and greatly reduces a vehicle's effect on the environment by reducing greenhouse emissions by up to 90%. CNG is also domestically produced and its use reduces dependence on foreign oil.

In order to begin the Environmental Resources Division fleet modernization and conversion process, staff evaluated the operational needs and determined that the vehicles most in need of replacement were front-end loader commercial collection vehicles and industrial roll-off vehicles. Environmental Resources and Fleet staff worked together to develop specifications for CNG replacement vehicles,

SUBJECT: Approval of Purchase Orders (POs) 5328 and 5329 for Purchase of Five Compressed Natural Gas (CNG) Refuse Vehicles from Velocity Truck Center

April 16, 2015

Page 2 of 2

which often cost an average of \$300,000 each. CNG vehicles are approximately 10% more costly than diesel equivalents, but the difference is quickly offset by lower fuel and maintenance costs and the community's appreciation of the improved quality of life. Additional safety and diagnostic items also contribute to more to the unit cost of each vehicle. These items include cameras, maintenance software, GPS systems and fire suppression apparatus. However, the efficiencies and risk reductions realized by these devices also submit to offsetting their initial costs. Staff consulted with other public and private collection agencies to assist in this RFB process and ensure that industry standards were included in the specifications. All of the essential and accessory items on these vehicles are accepted in the industry as fundamental BMPs. A determination was also made to replace diesel vehicles with CNG not only due to the cost and environmental factors, but also due to the potential to fuel these vehicles in the future with gas produced by the Del Norte facility.

On February 14, 2015, staff issued a Request for Bid (RFB) to six potential service providers and advertised as required on the City's website and in the local "Vida" newspaper. The RFB requested pricing for three (3) front-end loader commercial collection vehicles and two (2) industrial roll-off collection vehicles; a total of five (5) vehicles. This process was initiated and completed per City Procurement Policy and Public Contract Code, and supervised by the Environmental Resources / MRF Manager, Fleet Services Manager, General Services Director, Finance Department and City Manager's Office. The RFB deadline was February 24, 2015, and two (2) qualified bids were received. Local vendor, Velocity Truck Center submitted the successful bid for the five vehicles.

Staff recommends Council approve and authorize the Mayor to execute purchase order 5328 in the amount of \$900,022.14 for the purchase of three (3) front-end loader commercial refuse vehicles and purchase order 5329 in the amount of \$489,969.68 for the purchase of two (2) industrial roll-off vehicles—a total of five (5) CNG vehicles--from Velocity Truck Center for the combined amount of \$1,389,991.82. The acquisition of these vehicles will initiate the fleet replacement and CNG conversion process in the Environmental Resources Division.

FINANCIAL IMPACT

The total cost of \$1,389,969.68 to purchase the five (5) vehicles is budgeted in the FY 2014-15 Environmental Enterprise Fund Account No. 631-6308-891-8606 (Solid Waste Operating-Commercial Collection-Capital Outlay-New Equipment) for the three (3) front-end loader trucks of \$900,022.14 and Account No. 631-6309-891-8606 (Solid Waste Operating-Industrial Collection-Capital Outlay-New Equipment) for the two (2) industrial roll-off trucks of \$489,969.68.

Attachment No. 1 Purchase Order No. 5328
 Purchase Order No. 5329



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005328**

CCRC
4/7/15
REVIEWED

DATE: 4/16/2015

VENDOR PHONE: (562)447-1260

VENDOR FAX: () -

VENDOR #: 19164

VENDOR ADDRESS: VELOCITY TRUCK CENTER OF VC
P.O. BOX 101284
PASADENA, CA 91189-1284

SHIP TO: GENERAL SERVICES
1060 PACIFIC AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/30/2015		0000002041	03/06/2015	FORMELY BIG T'S	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163088918606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	3 CNG COMMERCIAL FRONT-END LOADERS TRUCKS	
900,022.14		1.0000 900,022.14
/ DL		

TOTAL PURCHASE AMOUNT

\$900,022.14

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor'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, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005329**

CCRC
4/7/15
REVIEWED

DATE: 4/16/2015

VENDOR PHONE: (562)447-1260

VENDOR FAX: () -

VENDOR #: 19164

VENDOR ADDRESS: VELOCITY TRUCK CENTER OF VC
P.O. BOX 101284
PASADENA, CA 91189-1284

SHIP TO: GENERAL SERVICES
1060 PACIFIC AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/30/2015		0000002040	03/06/2015	FORMELY BIG T'S	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163098918606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	2 CNG POWERED INDUSTRIAL ROLL OFF TRUCKS	
489,969.68		1.0000 489,969.68
/ DL		

TOTAL PURCHASE AMOUNT

\$489,969.68

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor'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, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
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7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
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15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

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 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



Meeting Date: 04/28/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. **I-9**Reviewed By: City Manager *JM* City Attorney *JBR* Finance *JP* Utilities**DATE:** April 15, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department**SUBJECT:** UD15-09 South Bank Resurfacing**RECOMMENDATION**

That City Council approve Project Specification No. UD15-09 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the South Bank Neighborhood and authorize staff to solicit bids.

DISCUSSION

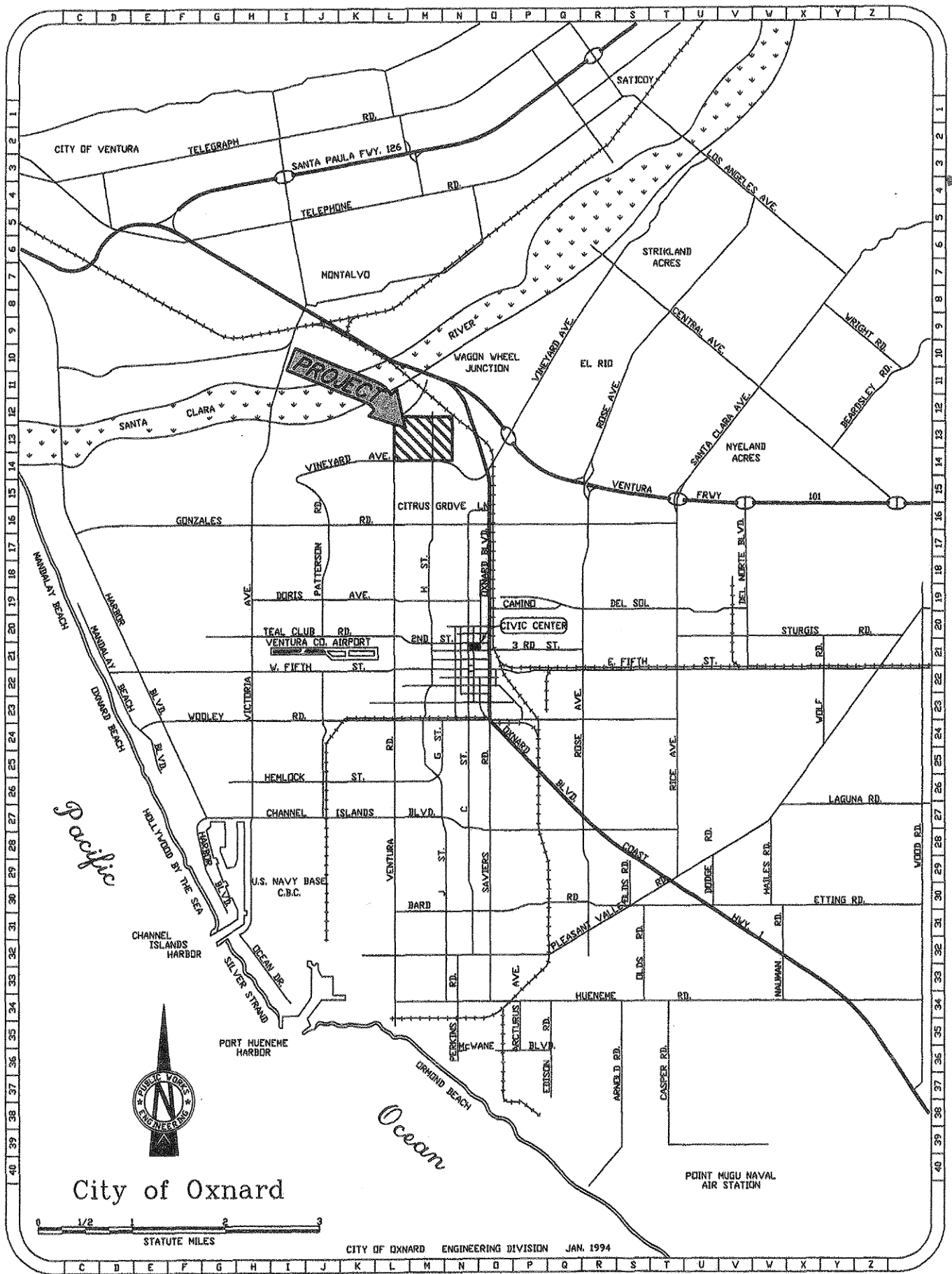
The South Bank Neighborhood Street Resurfacing Project No. 153111 consists of resurfacing of existing asphalt concrete pavement. The specific work includes: the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjust utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The South Bank Neighborhood Street Resurfacing Project No. 153111 is a planned component of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for the UD15-09 South Bank Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.



LOCATION MAP
SOUTH BANK NEIGHBORHOOD
RESURFACING PROJECT

Attachment No.1
 Page 1 of 1



Meeting Date: 04/28/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. **I-10**Reviewed By: City Manager *M* City Attorney *JOB* Finance *72* Utilities**DATE:** April 15, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DM*
Utilities Department**SUBJECT:** UD15-08 College Estates Resurfacing**RECOMMENDATION**

That City Council approve Project Specification No. UD15-08 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the College Estates Neighborhood and authorize staff to solicit bids.

DISCUSSION

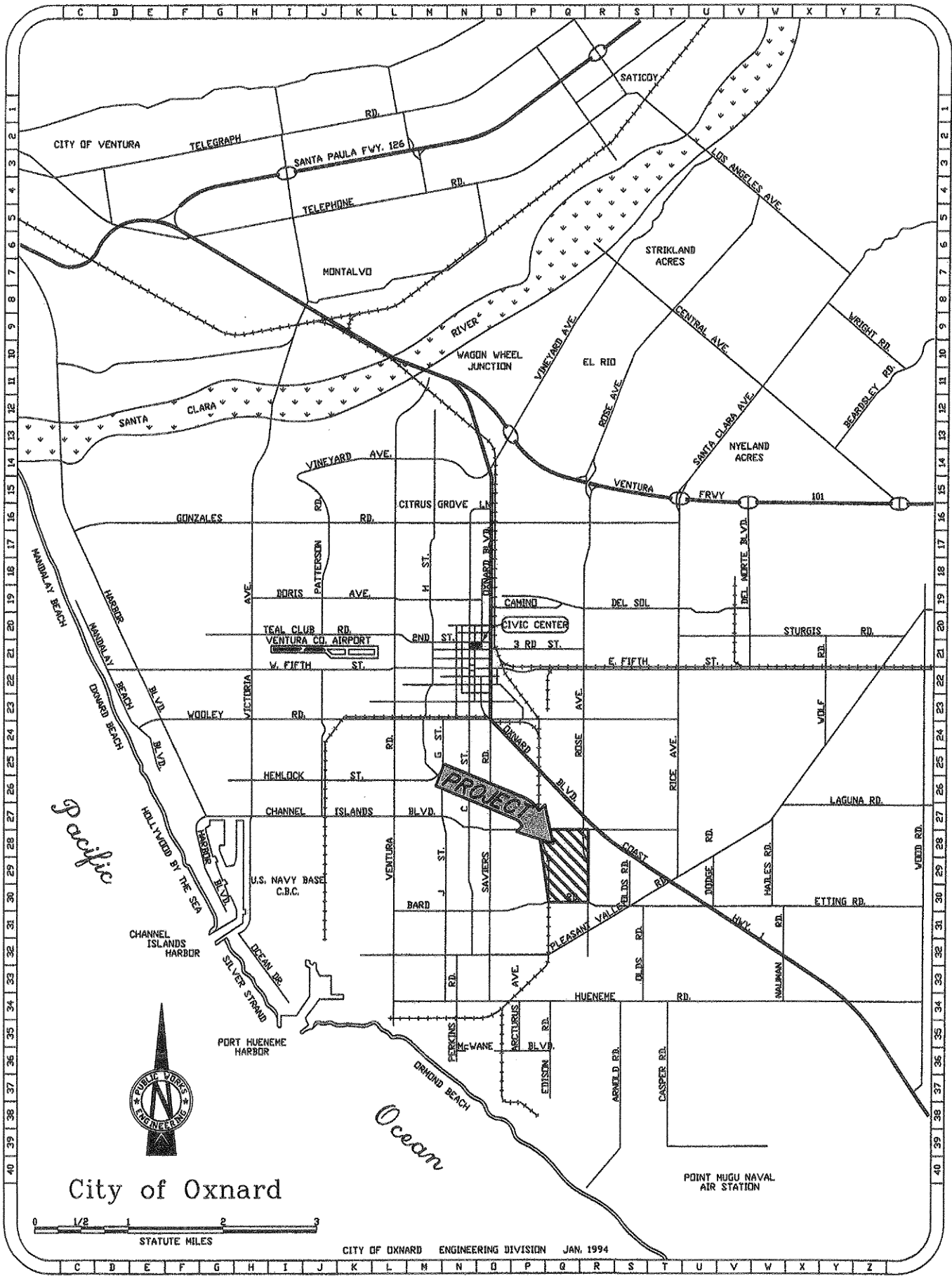
The College Estates Neighborhood Street Resurfacing Project No. 153112 consists of resurfacing of existing asphalt concrete pavement. The specific work includes; the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjust utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The College Estates Neighborhood Street Resurfacing Project No. 153112 is a planned component of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for the UD15-08 College Estates Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.



LOCATION MAP
 COLLEGE ESTATES NEIGHBORHOOD
 RESURFACING PROJECT

Attachment No.1
 Page 1 of 1



Meeting Date: 04/28/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. I-11
 Reviewed By: City Manager *JM* City Attorney *JB* Finance *JS* Utilities

DATE: April 15, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director *DR*
 Utilities Department

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7756) for UD15-14- Water Well Nos. 23 & 31 Rehabilitation Project

RECOMMENDATION

That City Council

1. Award contract A-7756 to the lowest responsible and responsive bidder, Best Drilling and Pump, Inc. in the amount of \$262,921.00 for UD15-14 Water Well Nos. 23 & 31 Rehabilitation Project
2. Authorize the purchasing agent to issue and execute the contract upon receipt of final documents
3. Approve a budget appropriation in the amount of \$336,282 from Water Operating Fund balance to new Well 23 & 31 Rehab Project 156005 to fund the work.

DISCUSSION

This project is for the repair of two City of Oxnard Municipal Drinking Water Wells, Well 23 located at Blending Station No. 1 at the Water Campus and Well 31 located at Blending Station No. 3 on Solar Drive. Both wells are currently inoperable. On December 9, 2014, City Council approved project specifications and a public bid. The first advertisement for the public bid was on January 1, 2015. The public bid process began January 5, 2015 and closed with a public bid opening on February 4, 2015. Three bids were received as follows:

Best Drilling and Pump	\$262,921.00
General Pump Company	\$266,837.36
Layne Christensen	\$295,214.00

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7756) for UD15-14-Water Well No. 23 & 31
April 15, 2015
Page 2

Department staff has agreed with the award of this contract to Best Drilling and Pump following receipt of procurement staff review of all documentation received including checks of required license, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Best Pump and Drilling, Inc. has been found to be a responsible and responsive bid.

Engineer's Estimate of Costs

Contract Price	\$262,921
Contract Contingencies	26,920
City Labor	32,981
Sampling and Testing	<u>13,460</u>
TOTAL	\$336,282

FINANCIAL IMPACT

Funds in the amount of \$336,282 are available from Water Operating Fund Balance for appropriation to Well 23 & 31 Rehab Project 156005.

Attachment: Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program _____
Manager: Dan Rydberg

Date: May 12, 2015

Phone: 8281

Reason for Appropriation:

To establish project and provide funding for the rehabilitation of Wells 23 & 31 in the amount of \$336,332 per. Engineer's Estimates Costs break-down (\$262,921 Construction Contract, \$13,460 Engineer Sampling & Testing, \$32,981 City Staff Labor, \$26,920 Contract Contingencies)

Fund: **WATER OPERATING (601)**

Expenditures / Transfers Out

WELLS 23 & 31 REHAB (156005)

601-6538-821.82-01	CONTRACTS AND SERVICES / SVSC ARCHITECT/ENGINE	13,460.00
601-6538-821.82-08	CONTRACTS AND SERVICES / SVCS- CONSTRUCTION	262,921.00
601-6538-821.84-51	OTHER SERVICES / SVSC FROM OTHER DEPART'S	32,981.00
601-6538-821.88-02	RESERVES / RESV APPROP-CONTINGENCIES	<u>26,920.00</u>

Total Expenditures 336,282.00

Net Change to Fund (601) Balance (336,282)

Net Appropriation Change 336,282.00

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT

PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Juan Martinez, Associate PlannerAgenda Item No. 5-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: April 13, 2015**TO:** City Council**FROM:** Matthew G. Winegar, Development Services Director
Development Services Department**SUBJECT:** Appeal of the Planning Commission's Denial of PZ Nos. 14-500-05 (Special Use Permit); 14-500-06 (Special Use Permit); and Recommendation to Deny PZ 14-300-02 (Tentative Parcel Map) Relating to a 2.52-acre Property Located at 450 North Rose Avenue. Filed by Filed by Thomas Davies with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church.**RECOMMENDATION**

That City Council adopt a resolution upholding the action of the Planning Commission and denying the proposed use permits with related site development entitlements.

DISCUSSION

Planning Commission Review and Action - On March 19, 2015, the Planning Commission held a public hearing and considered various entitlement applications requesting to subdivide into three parcels a 2.52-acre vacant site located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue). Development improvements include a 6,100 square foot multi-tenant commercial retail building with one of the tenant spaces (2,500 sf) proposing to house a 7-Eleven, 24-hour convenience store with off-site sale of beer and wine (ABC-Type 20); a 3,000 square foot fast food restaurant (Carl's Jr.) with drive-thru facility, and a 7,400 square foot church (New Trinity Community Church) with seating for 250 people.

At the public hearing held on March 19, 2015, the Planning Commission considered Staff's recommendation along with oral and written comments by persons who attended the meeting. The Commission's discussion, comments and concerns centered on the following issues:

1. The commercial developments impacts to a prominent corner and whether the uses proposed are compatible with a community park (Del Sol Park) across the street and two adjacent apartment and senior housing apartment complex developments.
2. Concerns on crosswalk dangers between the project and Del Sol Park; traffic impacts due to current construction and potential future impacts; loading/unloading; crime activities at a nearby convenience store and potential conflicts that a 7-Eleven with alcohol and 24-hour fast food restaurant could aggravate crime in the area.

After the close of the public hearing and Commission deliberation, the Planning Commission voted (4-3) to deny staff's recommendation of approval of all special use permit entitlements and adopted a resolution recommending denial of the proposed tentative parcel map for the 2.52 acre project site.

On March 23, 2015, the applicant, Thomas R. Davies, with Canyon Cardiff Oxnard, LLC filed an appeal of the Planning Commission's denial of the special use permits for the development of the church and commercial buildings and the tentative parcel map. Hearing the concerns of the community and the Planning Commission, the appeal request does not include consideration of Planning and Zoning Permit No. 14-510-05 (Special Use Permit) to allow a proposed 7-eleven, 24-hour convenience store with off-site sale of beer and wine (ABC-Type 20) to occupy a 2,400 square foot tenant space within a proposed 6,100 square foot multi-tenant commercial retail building because the applicant no longer wishes to pursue the sale of alcohol within the proposed tenant space. The 2,500 tenant space could remain as a single tenant option or be split to accommodate two separate tenant users.

On March 23, 2015, Mr. Davies and Scott Boydston, Architect with Rasmussen Architects met representatives with the City's Traffic Division to address concerns raised at the Planning Commission hearing. Minor details were adjusted to accommodate truck turning movements. The loading zone was reversed to accommodate a more direct and parallel transition from a main drive lane. The City's Traffic Division agrees and did not suggest any recommended changes or additional review of intersections evaluated. The City's Traffic Engineer continues to support the Site Specific Traffic Impact Study prepared by Alliance JB, Traffic and Transportation Planning and Engineering firm in Ventura. The applicant filed a revised site plan exhibit showing the loading stall modifications and adjustments between the drive lane and landscape end planter along with wheel track turning radii showing ingress/egress through the project site.

If the City Council continues to have concerns about the issues previously raised after public comment and Council deliberation, City staff recommends that the City Council take the following actions:

1. Adopt a resolution upholding the decision of the Planning Commission and denying Planning and Zoning Permit No. 14-500-05 (Special Use Permit) to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel, subject to certain findings and conditions.
2. Adopt a resolution upholding the decision of the Planning Commission and denying Planning and Zoning Permit No. 14-500-06 (Special Use Permit) to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel, subject to certain findings and conditions.
3. Adopt a resolution upholding the decision of the Planning Commission and denying Planning and Zoning Permit No. 14-500-06 (Tentative Parcel Map) to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre), subject to certain findings and conditions.

Alternative - If the City Council wishes to overturn the Planning Commission decision of March 19, 2015, City staff recommends that the City Council take the following actions:

1. Adopt a resolution overturning the decision of the Planning Commission and approving Planning and Zoning Permit No. 14-500-05 (Special Use Permit) to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel, subject to certain findings and conditions.
2. Adopt a resolution overturning the decision of the Planning Commission and approving Planning and Zoning Permit No. 14-500-06 (Special Use Permit) to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel, subject to certain findings and conditions.
3. Adopt a resolution overturning the decision of the Planning Commission and approving Planning and Zoning Permit No. 14-500-06 (Tentative Parcel Map) to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre), subject to certain findings and conditions.

FINANCIAL IMPACT

If the project is denied there is no estimated financial impact to the current FY 2014-2015 budget. If the project is approved, the project will be subject to payment of applicable development and impacts fees and development will contribute to future property and sales tax revenues.

JM

Attachment

- #1 - Planning Commission Staff Report (March 19, 2015, w/out Draft Resolutions-Attachments H-K
- #2 - PowerPoint Presentation (Hearing of March 19, 2015)
- #3 - Notice of Appeal Filed by Thomas R. Davies, Canyon Cardiff Oxnard, LLC
- #4 - Planning Commission Resolutions No. 2015-8, 9, and 11 Denying the Project.
- #5 - City Council Resolution: Denial PZ 14-500-05 (SUP)
- #6 - City Council Resolution: Denial PZ 14-500-06 (SUP)
- #7 - City Council Resolution: Denial PZ 14-300-02 (TPM)
- #8 - City Council Resolution: Approval PZ 14-500-05 (SUP)
- #9 - City Council Resolution: Approval PZ 14-500-06 (SUP)
- #10- City Council Resolution: Approval PZ 14-300-02 (TPM)

Note: Attachment # 1 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

4/15/2015

Trinity Plaza
450 South Rose Avenue

Tom Davis
Canyon Cardiff Oxnard, LLC for
New Trinity Community Church

March 19, 2015

CITY OF
OXNARD
CALIFORNIA

PZ 14-300-02
(TENTATIVE PARCEL MAP)

Subdivide the existing
vacant 2.52-acre parcel
into three separate
parcels



Parcel A
0.79 ac
34,767 sq ft

Parcel B
0.60 ac
26,094 sq ft

Parcel C
1.04 ac
45,136 sq ft

2

CITY OF
OXNARD
CALIFORNIA

PZ 14-500-05
(SPECIAL USE PERMIT)

Development entitlements:

- Parcel A: 3,000 square foot fast food restaurant (Carl's Jr) w/ drive-through
- Parcel B: 6,100 square foot multi-tenant commercial building

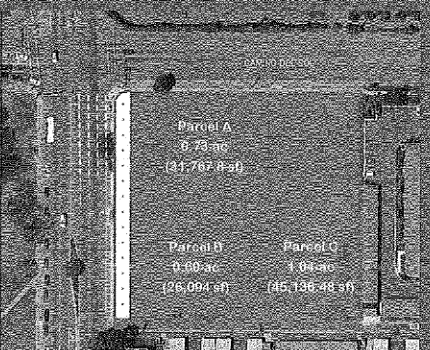


CITY OF
OXNARD
CALIFORNIA

3

PZ 14-500-06
(SPECIAL USE PERMIT)

Development entitlements on Parcel C for a proposed 7,400 square foot church (New Trinity Community Church) w/ seating for 250 persons.



CITY OF
OXNARD
CALIFORNIA

4

PZ 14-510-05
(SPECIAL USE PERMIT)

Use request to permit off-site sale of beer and wine (ABC-Type 20) for a 7-Eleven, 24-hour convenience store within the proposed 6,100 square foot multi-tenant commercial retail building on Parcel B



5



Site Information

- 2.52 ac
- Previously part of 6.52 acres
- Rose Park Neighborhood and abuts 3 different neighborhoods (East Village to the North; La Colonia to the west; and West Village to the northwest)
- 2004 & 2007 entitlements expired for approved 18,800 sf church

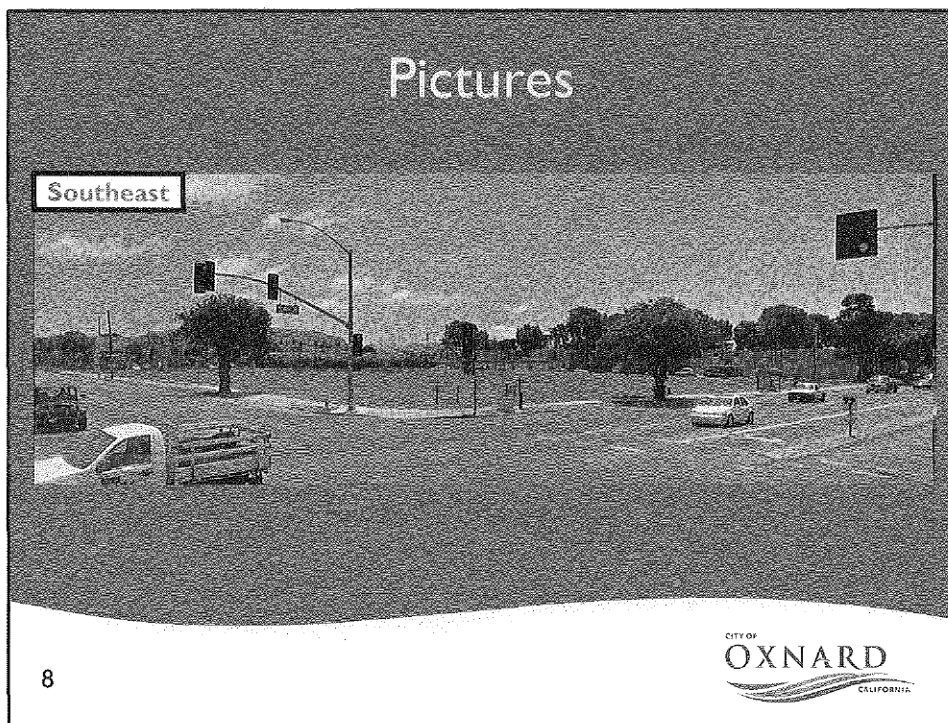
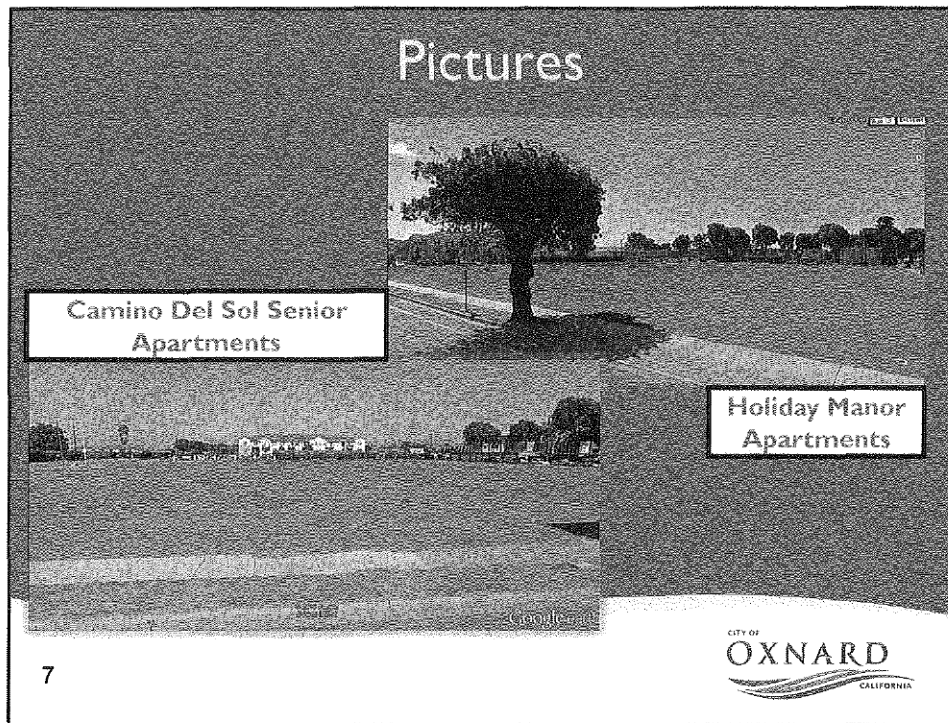
Surrounding Uses

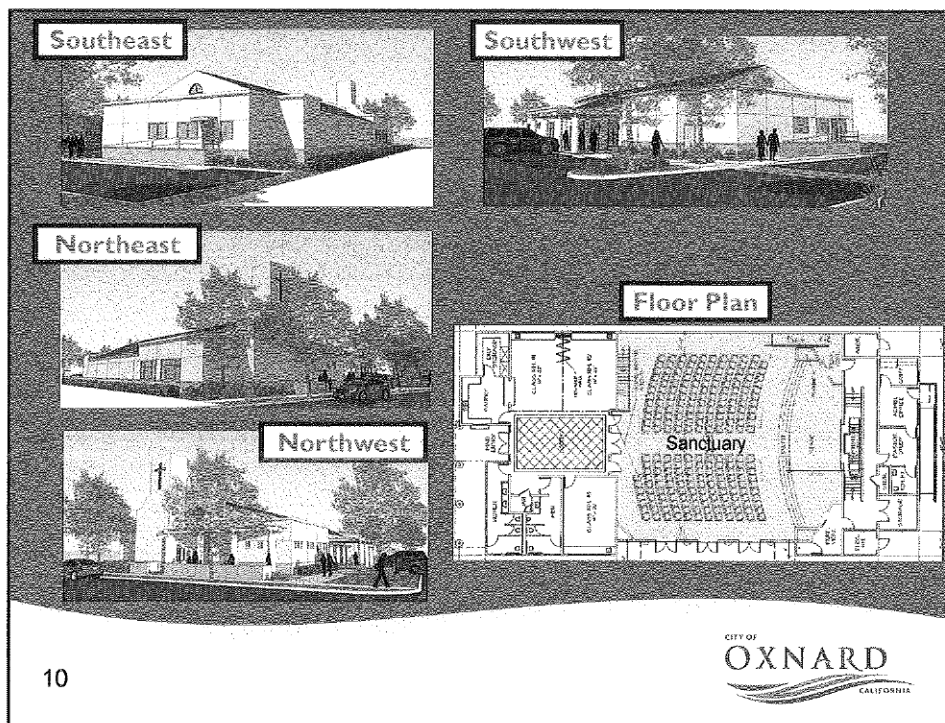
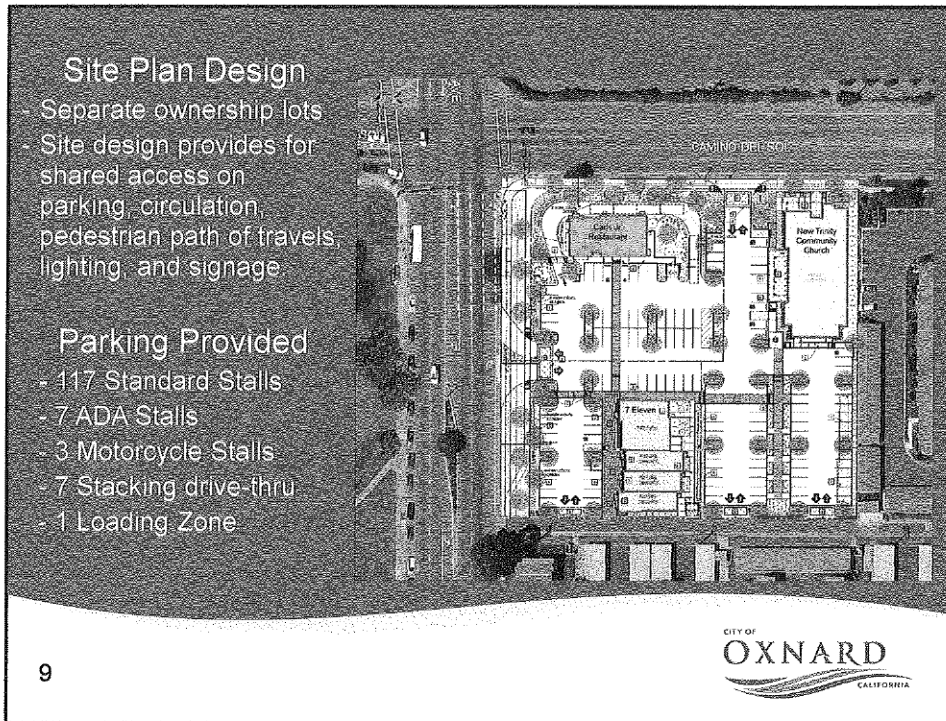
- Commercial Ag Land/NECSP
- Camino del Sol Senior Apts
- Holiday Manor Apts
- Del Sol Park



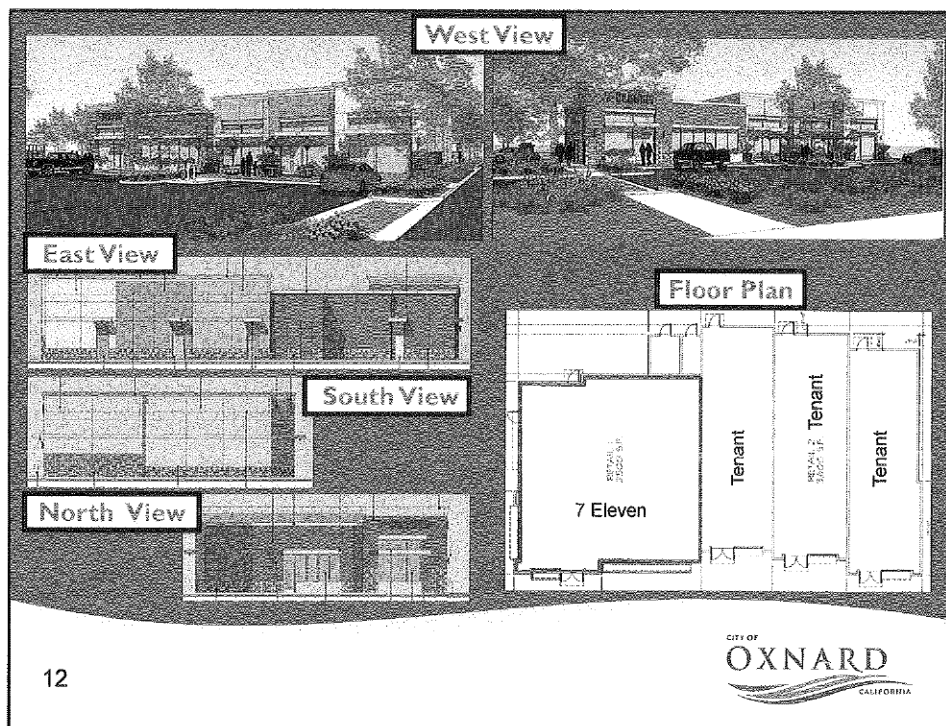
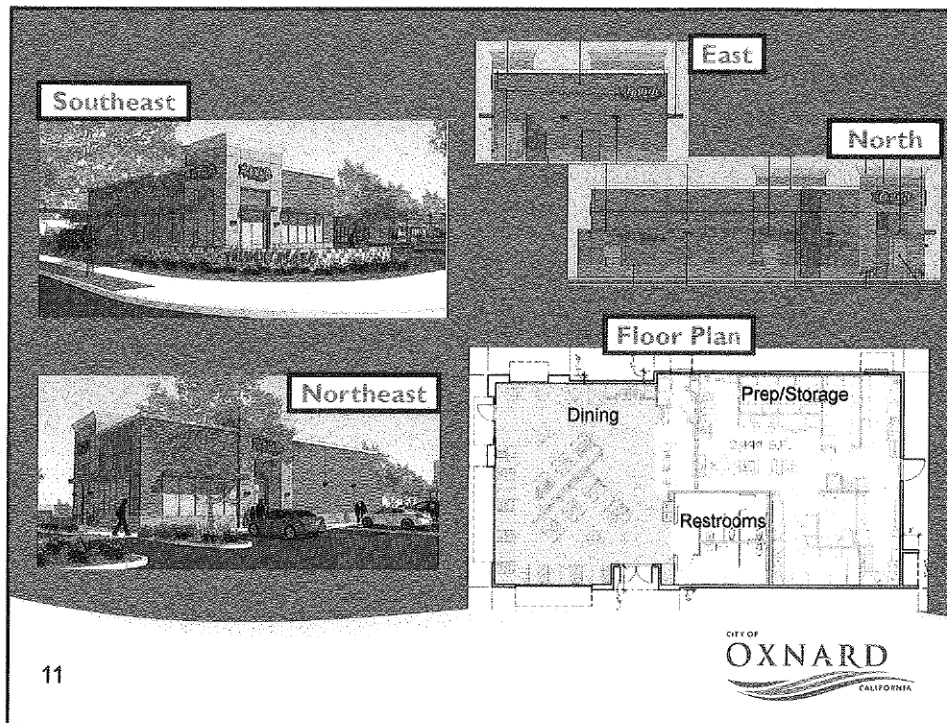
6







4/15/2015



Community Input

- Community Workshop: Monday, November 17, 2014
- Notice posted and mailed to West Village Neighborhood, East Village Neighborhood, Rose Park Neighborhood, and La Colonia Neighborhood
- Twelve persons attended the Community Workshop and the following feedback/questions were received:
 - Concerns with traffic impacts to intersection of Rose and Camino Del Sol
 - Compatibility concerns with close proximity to nearby residential

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Community Input: *Continued*

- Already other convenience stores in the area within a few miles
- Developer has sought input and project support by reaching out and meeting with adjacent neighborhoods
- Several phone calls received expressing opposition to convenience store with alcohol
- On March 18, 2015, the Planning Division office began receiving signed petition notice expressing traffic and pedestrian crossing concerns and opposing alcohol sales

14



Traffic Study

- Traffic Impact Study prepared by Alliance JB, a traffic and transportation planning engineering firm.
- Site specific
- Evaluated 6 intersections to consider existing and potential traffic concerns. With and without the Project, acceptable levels (A-C)
- Cumulative traffic conditions when considering approved/pending approval, all analyzed intersections operated at acceptable levels (A-C)
- Traffic Study recommends striping for east bound lane along Rose Avenue

15



Police Report

- Police review & reporting per CC Reso 11 896
- No similar uses within 350-feet or 1000-feet
- Crime rate reported to be 5-percent higher than city crime rate.
- Site is generally not considered to be a policing problem.
- However, the Police report acknowledges convenience store approximately 1,200 feet south having significant problems.
- Police report identifies 7-Eleven stores as model stores with good corporate policies and good City wide track record.
- Standard and preventative conditions to reduce policing issues and provide for responsible operation and handling of alcohol.

16



4/15/2015

Staff Recommendation

That the Planning Commission adopt a resolution:

- Approving PZ 14-500-05 (Special Use Permit), subject to certain findings and conditions;
- Approving PZ 14-500-06 (Special Use Permit), subject to certain findings and conditions;
- Approving PZ 14-510-05 (Special Use Permit), subject to certain findings and conditions;
- Recommending City Council approval of 14-300-02 (Tentative Parcel Map), subject to certain findings and conditions.

17



CITY OF OXNARD
CITY CLERK

PLEASE PROVIDE AN ORIGINAL AND 2 COPIES
A \$692.19 FEE MUST ACCOMPANY THIS APPEAL 4:13

TO: Oxnard City Clerk

NOTICE OF APPEAL
(from member of the public)

I, THOMAS R. DAVIES, am aggrieved or directly affected by
(name of person filing appeal)
and appeal the MARCH 19, 2015 decision from the Planning Commission regarding Project No.
(date of PC meeting)

PZ 14-300-02, more particularly described as follows:

PZ 14-500-05, PZ 14-500-06

The grounds for appeal are:

PLANNING COMMISSIONERS DID NOT UNDERSTAND MANY
ASPECTS OF THE DEVELOPMENT. WE ARE NOT APPEALING
PZ 14-510-05

I request the following relief:

SCHEDULE CITY COUNCIL MEETING TO RECONSIDER
THE PROJECT AND ITS MERITS AND BENEFITS.
APPLICANT WILL WORK WITH STAFF TO ADDRESS PLANNING
COMMISSION CONCERNS.

[Signature]
(signature)

Date: MARCH 23, 2015

THOMAS DAVIES

2225 GLASTONBURY ROAD
WESTLAKE VILLAGE, CA, 91361
(address)

cc: City Attorney
Project Planner
Development Services Department
Applicant

To: Mayor and City Council Members

From: Tom Davies

RE: Trinity Plaza

I wanted to inform you of some important changes made to the project based on comments at the Planning Commission hearing on March 19, 2015.

7/11 – Special Use Permit 14-510-05

Our original perception of the 7 11 was that it would provide convenience to the neighborhood especially for the many seniors living adjacent to the project at the Camino Del Sol Senior Apartments, as well as the residents of the 1,702 homes located east of Rose Avenue. We also believed it would provide a safer alternative to the problematic Circle K down the street. We did not intend to impose an unwanted tenant upon the neighborhood.

Based on the planning commission hearing testimony, we have terminated the lease with 7 11 and will not appeal the beer and wine special use permit.

Above all we want to provide needed and wanted retailers and restaurants to the neighborhood.

Land Residual or Value

We are subdividing the existing 2.52 acre parcel so that we can purchase approximately one and a half acres from the church, with the remainder to be retained by the church for their new worship center. To finance the construction of this facility, we need to maximize the value of their private property through our development. A new church is a very expensive proposition.

I have financed, permitted, and built over 2.0 million square feet of retail properties (see www.cardiffdp.com) as well as the New Progressive Church at 3001 S. Rose Avenue. I believe that our team has designed and proposed a development within the current zoning guidelines, that provides sight lines to the church from Rose Avenue and generates the highest value for the land so that the church can afford to build a new facility.

Other points to consider:

- Prior to starting this project we canvassed many retailers. All of them wanted to be on the primary street, Rose Avenue.
- If we developed stores all along Rose Avenue instead of the restaurant at its proposed location, the sight lines from Rose Avenue to the Church would be negatively impacted. It is important for the church to have visibility from Rose Avenue.

- Some people have suggested a sit down coffee shop such as Coco's. A coffee shop pays much lower rents than Carl's, reducing the amount of money that could be paid for the church's property.
- As for the idea of locating a YMCA on the property, according to their executive director Sal Cisneros, a YMCA requires approximately five acres of donated land. Again, the church cannot donate the site and we are only purchasing an acre and a half.

Residential units could be built on the property, however this would result in less money for the church.

Commercial and retail is the best use of the property and provides the highest land value for the church. **It is our adjacent retail development that will make the new church construction financially feasible.**

New Trinity Community Church has owned the land at the southeast corner of Rose & Camino Del Sol for over thirty-three years. The approval of the Trinity Plaza project will create opportunities to expand their ministries and develop outreach programs to benefit the entire community. After many years of waiting, this project will allow them to finally build a beautiful new worship center with adequate parking and room for growth, which is something that they don't currently have at their current location.

Traffic

Traffic engineers assess intersections at morning and evening peak hours based on the traffic flow compared to the capacity of the intersection to handle the traffic. Traffic engineers then assign a letter grade from A to F to the intersection. A is the best with free flowing traffic and F is the worst (severely congested).

The City often requires proposed projects to conduct a traffic study when they feel intersections might be impacted by the new development or the expected trips are above a certain threshold. Our project did conduct such a survey under the guidance of the City's Traffic Engineer. The City Traffic Engineer submitted a list of intersections to study, which are in close proximity to our proposed project, to our traffic consultant. The City Traffic Engineer then reviewed the completed study. The number and locations of the intersections studied is based on the size of the project. For instance, a regional project such River Park would require many more intersections to be studied versus a small neighborhood project such as Trinity Plaza.

I am pleased to say that the Level of Service for existing projects plus our project at the studied intersections will remain a Level B or better after our project is completed.

Truck Loading

The City of Oxnard required this project to provide one centrally located loading area for occasional truck deliveries. The city also prescribes truck turning templates or models

that our architects then use to insure delivery trucks and fire trucks can maneuver within the site. The fire truck turning model is based on a 38.83 foot long truck. The delivery truck is based on a 63 foot long truck. In each case the trucks are able to maneuver through the site.

While our delivery area and truck turning model met the City's requirements, based on comments from the public hearings, we have adjusted the location to make it easier for trucks to access.

Landscaping

At the planning commission there were some erroneous comments made about our landscaping plans.

All new projects that are proposed in Oxnard must comply with Ordinance 2822 – Water Efficient Landscaping Standards. One of the requirements of the ordinance is that plants must have a WUCOLS (Water Use Classifications of Landscape Species) rating of moderate to very low. All of our plants are within these parameters with 72% in the low category. We were never going to have any grass. Our ground cover was mistaken for grass from one person making comments. We strongly support water wise policies.

Your Support

I want to provide a new Worship Center for New Trinity Community Church and provide a retail center that is beautiful, well landscaped, and above all serves the community. I request your support of this worthwhile project.

Very truly yours,

Tom Davies

RESOLUTION NO. 2015-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING PLANNING AND ZONING PERMIT NO. 14-500-05 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 2,999 SQUARE FOOT FAST FOOD RESTAURANT (CARL'S JR) WITH DRIVE THRU ON A PROPOSED 0.73-ACRE SITE AND A 6,100 SQUARE FOOT MULTI-TENANT COMMERCIAL RETAIL BUILDING ON A PROPOSED 0.60-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIS WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the "Applicant" and/or "Permittee") submitted a request to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel, located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 14-500-05 (Special Use Permit) to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel (the "Project") in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, all persons wishing to testify in connection with the proposed Project were heard and the Planning Commission conducted a comprehensive review of the Application; and

WHEREAS, it is appropriate for the Planning Commission to consider the interest of neighboring property owners in reaching a decision whether to grant or deny the Project and the opinions of these individuals may constitute substantial evidence to support a particular finding the Planning Commission is required to make; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

- (1) **The proposed use will be materially detrimental to the public health, safety or general welfare.**

The Planning Commission received signed petitions from approximately twenty-one individuals objecting to the Project due to concerns of how the Project, when combined with the other uses contemplated on the site, will adversely affect traffic on already congested Camino del Sol and encourage patrons to illegally cross Rose Avenue without the installation of adequate crosswalks.

The Planning Commission also considered public testimony from the following individuals relating to the impact of traffic on the surrounding neighborhood and the dangers associated with a lack of adequate crosswalks:

Pat Brown: During the public hearing, Ms. Pat Brown states that the traffic on Rose Avenue is already horrendous.

Manual Cano: Mr. Manuel Cano echoes this sentiment and states the Project will create a lot of traffic. Mr. Cano also explains that the proposed church and other uses will exacerbate traffic on Rose Avenue and Camino del Sol on Sunday when the church is in session and when there are scheduled activities at Camino del Sol Park.

Linden Royce: Ms. Linden Royce states individuals cross Rose Avenue from Camino del Sol Park to get to their homes and believes these individuals would be at risk from increased traffic and drunk and inebriated drivers. Ms. Royce also believes the Project will impact traffic at the intersection of Rose Avenue and Gonzales Road.

Adela Lambert: Ms. Adela Lambert states adjacent senior residents behind the proposed church will be impacted by the Project and increased traffic. Ms. Lambert explains that traffic is exacerbated in the mornings when truckers from the adjacent Maulhardt property use Camino del Sol and believes that the Project will further exacerbate traffic.

Joe Hernandez: Finally, Joe Hernandez also expresses concern with traffic and explains that current traffic is impacted by construction and activities that occur throughout the City.

While the Planning Commission Staff Report indicates that the City evaluated cumulative traffic conditions with and without the Project resulting in a conclusion that all of the analyzed intersections will operate at an acceptable level of service (A-C), testimony from the public hearing indicates that the Project may adversely impact traffic not only at the intersection of Rose Avenue and Camino del Sol, but that the Project may

also negatively impact traffic occurring at the intersection of Rose Avenue and Gonzales Road and traffic along the length of Rose Avenue and Camino del Sol. Public testimony also indicates that increased traffic, while not raising the level of service on Rose Avenue and Camino del Sol, will increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

Based on the evidence presented during public testimony, the Planning Commission finds that the proposed Project will be materially detrimental to the public health, safety or general welfare since it will exacerbate traffic and increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

- (2) **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.**

For the reasons set forth above, the Planning Commission finds that the proposed Project will not be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby denies Planning and Zoning Permit 14-500-05 (Special Use Permit).

SECTION 3. Based on the Planning Commission's denial of the Project, the Project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(4) and 15270(a) of the State CEQA Guidelines.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this
19th day of March, 2015.



Diedre Frank, Chair

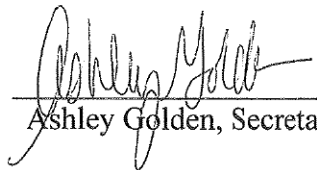
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of
the City of Oxnard at a meeting held on 19th day of March, 2015, and carried by the following vote:

AYES: Commissioner(s): Frank, Mullin, Steward, Nash

NOES: Commissioner(s): Huber, Okada, Dozier

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Ashley Golden, Secretary

RESOLUTION NO. 2015-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING PLANNING AND ZONING PERMIT NO. 14-500-06 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 7,400 SQUARE FOOT CHURCH (NEW TRINITY COMMUNITY CHURCH) WITH SEATING FOR 250 MEMBERS ON A PROPOSED 1.04-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIS WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel, subject to certain findings and conditions. The Project site is located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-500-06 (Special Use Permit) to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, all persons wishing to testify in connection with the proposed Project were heard and the Planning Commission conducted a comprehensive review of the Application; and

WHEREAS, it is appropriate for the Planning Commission to consider the interest of neighboring property owners in reaching a decision whether to grant or deny the Project and the opinions of these individuals may constitute substantial evidence to support a particular finding the Planning Commission is required to make; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

- (1) **The proposed use will be materially detrimental to the public health, safety or general welfare.**

The Planning Commission received signed petitions from approximately twenty-one individuals objecting to the Project due to concerns of how the Project, when combined with the other uses contemplated on the site, will adversely affect traffic on already congested Camino del Sol and encourage patrons to illegally cross Rose Avenue without the installation of adequate crosswalks.

The Planning Commission also considered public testimony from the following individuals relating to the impact of traffic on the surrounding neighborhood and the dangers associated with a lack of adequate crosswalks:

Pat Brown: During the public hearing, Ms. Pat Brown states that the traffic on Rose Avenue is already horrendous.

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Linden Royce: Ms. Linden Royce states individuals cross Rose Avenue from Camino del Sol Park to get to their homes and believes these individuals would be at risk from increased traffic and drunk and inebriated drivers. Ms. Royce also believes the Project will impact traffic at the intersection of Rose Avenue and Gonzales Road.

Adela Lambert: Ms. Adela Lambert states adjacent senior residents behind the proposed church will be impacted by the Project and increased traffic. Ms. Lambert explains that traffic is exacerbated in the mornings when truckers from the adjacent Maulhardt property use Camino del Sol and believes that the Project will further exacerbate traffic.

Joe Hernandez: Finally, Joe Hernandez also expresses concern with traffic and explains that current traffic is impacted by construction and activities that occur throughout the City.

While the Planning Commission Staff Report indicates that the City evaluated cumulative traffic conditions with and without the Project resulting in a conclusion that all of the analyzed intersections will operate at an acceptable level of service (A-C), testimony from the public hearing indicates that the Project may adversely impact traffic not only at the intersection of Rose Avenue and Camino del Sol, but that the Project may also negatively impact traffic occurring at the intersection of Rose Avenue and Gonzales Road (which was not analyzed) and traffic along the length of Rose Avenue and Camino del Sol. Public testimony also indicates that increased traffic, while not raising the level

of service at the analyzed intersections, will increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

Based on the evidence presented during public testimony, the Planning Commission finds that the proposed Project will be materially detrimental to the public health, safety or general welfare since it will exacerbate traffic and increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

- (2) **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.**

For the reasons set forth above, the Planning Commission finds that the proposed Project will not be served by streets and highways adequate in width and structure to carry the kind and quantify of traffic such use will generate.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby denies Planning and Zoning Permit 14-500-06 (Special Use Permit).

SECTION 3. Based on the Planning Commission's denial of the Project, the Project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(4) and 15270(a) of the State CEQA Guidelines.

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

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

[SIGNATURES ON FOLLOWING PAGE]

Resolution No. 2015-09
PZ 14-500-06 (SUP)
Trinity Church
March 19, 2015

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this
19th day of March, 2015.



Diedre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of
the City of Oxnard at a meeting held on 19th day of March, 2015, and carried by the following vote:

AYES: Commissioner(s): Frank, Okada, Nash, Mullin

NOES: Commissioner(s): Huber, Steward, Dozier

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Ashley Golden, Secretary

RESOLUTION NO. 2015-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING PLANNING AND ZONING PERMIT NO. 14-510-05 (SPECIAL USE PERMIT - ALCOHOL) TO ALLOW A PROPOSED 7-ELEVEN, 24-HOUR CONVENIENCE STORE WITH OFF-SITE SALE OF BEER AND WINE (ABC-TYPE 20) TO OCCUPY A 2,500 SQUARE FOOT TENANT SPACE WITHIN A PROPOSED 6,100 SQUARE FOOT MULTI-TENANT COMMERCIAL RETAIL BUILDING ON A PROPOSED PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIS WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow a proposed 7-Eleven, 24-hour convenience store with off-site sale of beer and wine (ABC-Type 20) to occupy a 2,500 square foot tenant space within a proposed 6,100 square foot multi-tenant commercial retail building on a proposed parcel located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-510-05 (Special Use Permit) to allow a proposed 7-Eleven, 24-hour convenience store with off-site sale of beer and wine (ABC-Type 20) to occupy a 2,500 square foot tenant space within a proposed 6,100 square foot multi-tenant commercial retail building on a proposed parcel (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, all persons wishing to testify in connection with the proposed Project were heard and the Planning Commission conducted a comprehensive review of the Application; and

WHEREAS, it is appropriate for the Planning Commission to consider the interest of neighboring property owners in reaching a decision whether to grant or deny the Project and the opinions of these individuals may constitute substantial evidence to support a particular finding the Planning Commission is required to make; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

- (1) **The proposed use will be materially detrimental to the public health, safety or general welfare.**

The Planning Commission received signed petitions from approximately twenty-one individuals objecting to the Project due to concerns of how the Project, when combined with the other uses contemplated on the site, will adversely affect traffic on already congested Camino del Sol and encourage patrons to illegally cross Rose Avenue without the installation of adequate crosswalks.

The Planning Commission also considered public testimony from the following individuals relating to the impact of traffic on the surrounding neighborhood and the dangers associated with a lack of adequate crosswalks:

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Road (which was not analyzed) and traffic along the length of Rose Avenue and Camino del Sol. Public testimony also indicates that increased traffic, while not raising the level of service at the analyzed intersections, will increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

Based on the evidence presented during public testimony, the Planning Commission finds that the proposed Project will be materially detrimental to the public health, safety or general welfare since it will exacerbate traffic and increase the chances of pedestrian versus vehicle accidents due to a lack of adequate crossing between Camino del Sol Park and the proposed Project.

- (2) **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.**

For the reasons set forth above, the Planning Commission finds that the proposed Project will not be served by streets and highways adequate in width and structure to carry the kind and quantify of traffic such use will generate.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby denies Planning and Zoning Permit 14-510-05 (Special Use Permit).

SECTION 3. Based on the Planning Commission's denial of the Project, the Project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(4) and 15270(a) of the State CEQA Guidelines.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this
19th day of March, 2015.



Diedre Frank, Chair

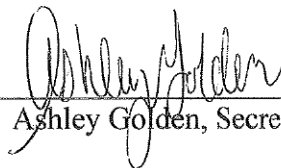
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of
the City of Oxnard at a meeting held on 19th day of March, 2015, and carried by the following vote:

AYES: Commissioner(s): Frank, Mullin, Steward, Nash

NOES: Commissioner(s): Huber, Okada, Dozier

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Ashley Golden, Secretary

RESOLUTION NO. 2015-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING DENIAL OF PLANNING AND ZONING PERMIT NO. 14-300-02 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 2.52-ACRE PARCEL INTO THREE SEPARATE PARCELS (0.73-ACRE, 0.60-ACRE AND 1.04-ACRE) LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIS WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre), located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-300-02 (Tentative Parcel Map) to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, the Subdivision was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, all persons wishing to testify in connection with the proposed Subdivision were heard and the Planning Commission conducted a comprehensive review of the Application; and

WHEREAS, it is appropriate for the Planning Commission to consider the interest of neighboring property owners in reaching a decision whether recommend approval or denial of the Subdivision and the opinions of these individuals may constitute substantial evidence to support a particular finding the Planning Commission is required to make; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

- (1) **That the site is not physically suitable for the type of development.**

The Planning Commission reviewed the Planning Commission Staff Report and

questioned City staff during consideration of the Subdivision. The Planning Commission also considered public testimony relating to the adequacy of parking in relation to the size of the site. The Subdivision would occur on an approximately 2.52-acre site. The 2.52-acre site is comprised of sixty percent paved area; fifteen percent building area; and twenty-five percent landscaped area. The Planning Commission Staff Report states that parking is addressed through the requirement that the Applicant provide evidence of a reciprocal access and parking agreement between the proposed parcels and City staff testimony indicates that the project for the site was designed to accommodate large delivery trucks and patrons visiting the proposed project at the same time. However, during public testimony Mr. Jim Milstead indicates that there is inadequate space to accommodate parking for patrons and large delivery trucks due to the size of the proposed site. Due to concern over the size of the proposed site to accommodate patron parking and large delivery trucks at the same time, the Planning Commission finds that the site is not physically suitable for the type of development proposed.

SECTION 2. Based on the findings set forth herein, the Planning Commission hereby denies Planning and Zoning Permit 14-300-02 (Tentative Parcel Map).

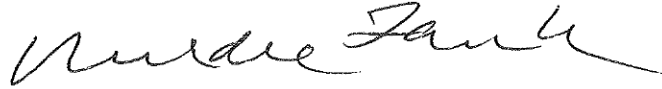
SECTION 3. Based on the Planning Commission's denial of the Subdivision, the Subdivision is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(4) and 15270(a) of the State CEQA Guidelines.

SECTION 4. In accordance with Section 15-25(B) of the Oxnard City Code, Applicant may appeal the action of the Planning Commission in the manner provided by Government Code section 66452.5.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this
19th day of March, 2015.



Diedre Frank, Chair

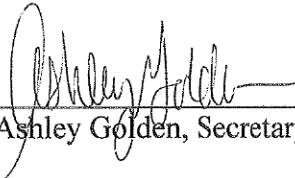
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of
the City of Oxnard at a meeting held on 19th day of March 19, 2015, and carried by the following vote:

AYES: Commissioner(s): Frank, Mullin, Steward, Nash

NOES: Commissioner(s): Huber, Okada, Dozier

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Ashley Golden, Secretary

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE DECISION OF PLANNING COMMISSION AND DENYING PLANNING AND ZONING PERMIT NO. 14-500-05 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 2,999 SQUARE FOOT FAST FOOD RESTAURANT (CARL'S JR) WITH DRIVE THRU ON A PROPOSED 0.73-ACRE SITE AND A 6,100 SQUARE FOOT MULTI-TENANT COMMERCIAL RETAIL BUILDING ON A PROPOSED 0.60-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIES WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the "**Applicant**" and/or "**Permittee**") submitted a request to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel, located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 14-500-05 (Special Use Permit) to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel (the "**Project**") in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 14-500-05 (Special Use Permit) and took action to deny the Project; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to deny the Project, filed on March 23 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, section 15270(a) of the State Guidelines to the California Environmental Quality Act (CEQA) provides that CEQA does not apply to projects that are disapproved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard upholds the decision of the Planning Commission and denies Planning and Zoning Permit No. 14-500-05 (Special Use Permit) for the reasons set forth and described in Planning Commission Resolution No. 2015-08.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

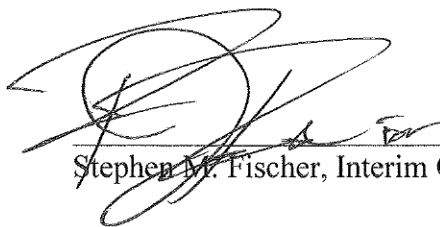
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE DECISION OF PLANNING COMMISSION AND DENYING PLANNING AND ZONING PERMIT NO. 14-500-06 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 7,400 SQUARE FOOT CHURCH (NEW TRINITY COMMUNITY CHURCH) WITH SEATING FOR 250 MEMBERS ON A PROPOSED 1.04-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIES WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel, subject to certain findings and conditions. The Project site is located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-500-06 (Special Use Permit) to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 14-500-06 (Special Use Permit) and took action to deny the Project; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to deny the Project, filed on March 23 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, section 15270(a) of the State Guidelines to the California Environmental Quality Act (CEQA) provides that CEQA does not apply to projects that are disapproved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard upholds the decision of the Planning Commission and denies Planning and Zoning Permit No. 14-500-06 (Special Use Permit) for the reasons set forth and described in Planning Commission Resolution No. 2015-09.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

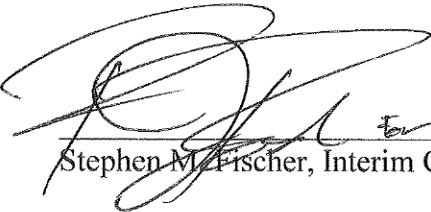
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE DECISION OF PLANNING COMMISSION AND DENYING PLANNING AND ZONING PERMIT NO. 14-300-02 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 2.52-ACRE PARCEL INTO THREE SEPARATE PARCELS (0.73-ACRE, 0.60-ACRE AND 1.04-ACRE) LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIES WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre), located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-300-02 (Tentative Parcel Map) to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Panning and Zoning Permit No. 14-300-02 (Tentative Parcel Map) and took action to recommend denial to the City Council; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to recommend denial of the Subdivision, filed on March 23, 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, section 15270(a) of the State Guidelines to the California Environmental Quality Act (CEQA) provides that CEQA does not apply to projects that are disapproved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard upholds the decision of the Planning Commission and denies Planning and Zoning Permit No. 14-300-02 (Tentative Parcel Map) for the reasons set forth and described in Planning Commission Resolution No. 2015-11.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

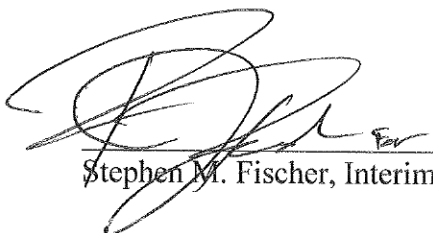
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OVERTURNING THE DECISION OF PLANNING COMMISSION AND APPROVING PLANNING AND ZONING PERMIT NO. 14-500-05 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 2,999 SQUARE FOOT FAST FOOD RESTAURANT (CARL'S JR) WITH DRIVE THRU ON A PROPOSED 0.73-ACRE SITE AND A 6,100 SQUARE FOOT MULTI-TENANT COMMERCIAL RETAIL BUILDING ON A PROPOSED 0.60-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIES WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the "**Applicant**" and/or "**Permittee**") submitted a request to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel, located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 14-500-05 (Special Use Permit) to allow development and construction of a 2,999 square foot fast food restaurant (Carl's Jr) with drive thru on a proposed 0.73-acre site and a 6,100 square foot multi-tenant commercial retail building on a proposed 0.60-acre parcel (the "**Project**") in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 14-500-05 (Special Use Permit) and took action to deny the Project; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to deny the Project, filed on March 23 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

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

- (1) **The proposed use in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Commercial General (C-2) zone and development policies of the 2030 General Plan.

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

The proposed use is consistent with uses considered and permitted by the General Commercial (C-2) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

Development as proposed will meet the development standards of the General Commercial (C-2) zone, parking and landscape design standards as described and shown in Section 6c of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards and parking will be met via a shared parking agreement between the three proposed parcels.

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

The development is located along two major thoroughfares in the City and as described in Section 6e of the Planning Commission Staff Report, the proposed use is conditioned to include striping of an eastbound lane on Rose Avenue. As a result, the site has sufficient access to streets and highways that are adequate in size and

after construction intersections considered in the review of the Project will operate at acceptable levels of service.

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

The proposed use is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the proposed use will be served by existing water mains along Camino Del Sol, Rose Avenue and a bordering alley to the south. Sewer connections serving the three proposed parcels will be through the southerly alley which bounds the development site. In accordance with the Stormwater Quality Conditions of this Resolution, the development's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines. This section pertains to projects found consistent with the applicable General Plan designation policies as well as with applicable zoning designation and regulations; and the proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban areas; and the project site has no value, as habitat for endangered, rare or threatened species; and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby overturns the decision of the Planning Commission and approves Planning and Zoning Permit 14-500-05 (Special Use Permit), subject to the attached conditions of approval.

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated March 28, 2015, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Permittee has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Permittee 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, Permittee accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Permittee shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City

issues building permits, Permittee shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. Permittee shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Permittee shall obtain a sign permit from the City. Except as provided in the sign permit, Permittee may not change any signs on the project property. (PL/B, G-10)
10. Permittee shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Permittee shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Permittee 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 Permittee, owner or tenant fails to comply with any of the conditions of this permit, the Permittee, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Permittee shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

15. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Permittee shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
16. Prior to issuance of a certificate of occupancy, Permittee shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
17. Permittee shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Permittee to do so may result in the revocation of this permit and initiation of legal proceedings against Permittee to ensure compliance (PK, PK-4)

18. Prior to the issuance of City certificate of occupancy, Permittee shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
19. At the time of planting, Permittee shall provide at least 24-inch box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Permittee shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
20. Permittee shall submit four sets of parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
21. Before the City accepts parkways from Permittee, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
22. Permittee shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
23. At time of submittal to the Building and Engineering Division for plan check, Permittee's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
24. Permittee shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)
25. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the Project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

LANDSCAPE SPECIAL CONDITIONS

26. The hedge like plant material along the Rose Avenue and Camino Del Sols Street shall be maintained to preserve a 36-inch hedge-like effect to provide vehicle/parking lot screening from Street. (PL)

FIRE DEPARTMENT STANDARD CONDITIONS

27. Permittee shall construct all vehicle access driveways on the Project property to be at least 26 feet wide. Permittee shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Permittee shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
28. 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)
29. Before the City issues building permits, Permittee 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)
30. At Permittee's expense, Permittee shall obtain two certified fire flow tests for the Project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Permittee shall obtain permits for the tests from the Engineering Division. Permittee shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
31. 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)
32. The Project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
33. At all times during construction, Permittee shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the Project property. (FD/DS, F-7)
34. Permittee shall identify all hydrants, standpipes and other fire protection equipment on the Project property as required by the Fire Chief. (FD, F-8)

35. Permittee shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
36. The turning radius of all Project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
37. Permittee 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*)
38. Permittee shall install in each structure in the Project a detection/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*)
39. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
40. Permittee shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Permittee shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

41. Areas designated by the Fire Chief as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles. (FD)
42. Before the City issues a Certificate of Occupancy, the Permittee shall install a Knox key vault on every building in the Project at a location to be determined by the Fire Department. (FD)

PLANNING DIVISION STANDARD CONDITIONS

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

45. Before the City issues building permits, Permittee 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)
46. Before the City issues building permits, Permittee shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Permittee may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
47. Permittee 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)
48. Permittee may not modify any use approved by this permit unless the Planning Division Manager determines that Permittee has provided the parking required by the City Code for the modified use. (PL, PL-7)
49. During the plan check review process, the Permittee shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
50. Prior to issuance of building permits, Permittee shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Permittee shall submit a plan showing both the lighting and landscape on the same sheet.
51. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Permittee shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Permittee shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
52. In order to minimize light and glare on the Project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

53. During construction, Permittee shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)
54. During construction, Permittee shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
55. Permittee shall provide for dust control at all times during Project property preparation and construction activities. (B/DS, *PL-13*)
56. Permittee agrees to participate in a water conservation program that includes refitting water fixtures existing on the Project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this Project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
57. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
58. Prior to issuance of building permits, Permittee shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
59. Permittee shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
60. Permittee 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.

Permittee shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

61. Permittee shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
62. For any exterior utility meter panels, Permittee shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)
63. Before the City issues building permits, Permittee shall submit and obtain approval from [Trinity Plaza] of a master sign program for the Project, which shall indicate on the site plan the elevations, the size, placement, materials, and color of all proposed free-standing and building signs. The square footage of all signs for the Project shall not exceed square feet, calculated in accordance with the City Code. (PL/ B, PL-46)
64. Prior to issuance of a certificate of occupancy, Permittee shall remove all construction materials and vehicles from the subject property. (PL/B, PL-47)
65. Permittee 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-49)

PLANNING DIVISION SPECIAL CONDITIONS

66. Should the traffic impact fee be reduced within one year of issuance of a building permit for the drive through facility, Permittee shall be entitled to a refund equal to the difference in original amount paid for the traffic impact fee and the reduced traffic impact fee. Said opportunity for a refund is null in void if the Applicant does not submit a request for a refund within 60 days of the effective date of the new traffic impact fee. (PL)
67. Permittee shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Permittee shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
68. Permittee shall remove any and all graffiti from the Project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its

appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

69. Before the City issues building permits, Permittee shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
70. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Permittee shall comply with all conditions of the tentative and final map. (PL/DS)
71. Permittee shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
72. Prior to grading permit approval, Permittee shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

73. Permittee shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the Project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the Project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Permittee or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

74. Permittee shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the Project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period.

A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

ENVIRONMENTAL RESOURCES DIVISION

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

Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually on the anniversary date of the certificate of occupancy for approval.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

79. Permittee shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
80. Permittee's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Permittee shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
81. Permittee shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
82. Permittee shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the Project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
83. Permittee shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
84. Permittee's site improvement plans shall include an on-site sewer plan. (DS-10)
85. Permittee shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Permittee shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
86. Permittee shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

87. Permittee 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. Permittee shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
88. A California licensed civil engineer shall prepare the public improvement plans and documents for this Project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
89. Prior to issuance of a site improvement permit, Permittee shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all Project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Permittee shall provide an updated CD containing all changes that occur during construction. (DS-16)
90. Permittee shall remove graffiti from the Project, including graffiti on offsite public infrastructure under construction by Permittee, within 24 hours of its appearance. If Permittee fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
91. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
92. Permittee shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
93. Permittee shall be responsible for all Project-related actions of Permittee's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
94. Prior to beginning construction, Permittee shall designate in writing an authorized agent who shall have complete authority to represent and to act for Permittee. The authorized agent shall be present at the work site whenever work is in progress. Permittee or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted

upon by the authorized agent, City may do or have such work done by others at Permittee's expense. (DS-24)

95. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the Project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this Project are not completed within 12 months from the date of City's approval of the improvement plans, Permittee shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
96. Permittee shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after Project completion. Permittee's submittal of certified "as-built" plans is a condition of City's final acceptance of the Project and release of any associated security. (DS-29)
97. All grading shall conform to City's standard grading notes, City Code, and recommendations of Permittee's soils engineer as approved by the City Engineer. (DS-30)
98. Permittee shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way,. (DS-31)
99. Permittee shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
100. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Permittee shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Permittee shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
101. Permittee shall design Project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
102. Permittee shall dispose of sewage and solid waste from the Project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
103. Permittee shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

104. Prior to issuance of building permits, Permittee shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
105. Permittee shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
106. Prior to designing the water system for the Project, Permittee shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Permittee shall obtain permits from the City Engineer prior to performing tests. Permittee shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
107. Permittee shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
108. Permittee shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
109. Permittee shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
110. Permittee shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
111. Permittee shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
112. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
113. Prior to issuance of an encroachment permit, Permittee's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS

114. Permittee shall design Project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's

municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment Projects. Permittee shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

115. Permittee shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Permittee shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Permittee shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
116. Permittee's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
117. Using forms provided by the Development Services Division, Permittee shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this Project. If the BMPs implemented with this Project include proprietary products that require regular replacement and/or cleaning, Permittee shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the Project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Permittee provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
118. Permittee's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter

and debris. Permittee 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. Permittee may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

119. Permittee's engineer shall submit written confirmation that the Project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
120. Permittee shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
121. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Permittee shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Permittee in accordance with the NPDES Construction General Permit. Permittee shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Permittee shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

122. Permittee shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
123. Permittee shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
124. Storm water runoff from this site shall be limited (0.80 cfs/acre) and on-site detention (minimum 1360 cf/acre) shall be provided in conformance with the approved drainage report

for the drainage system within the adjacent southerly alley (per improvement plans for PZ 02-500-17). The detention basin(s) shall be designed in accordance with Public Works Standards and policies. The Permittee shall provide a city standard Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance by the property owner prior to approval of the grading/site improvement plans. (DS)

125. All above ground detention basin sites shall be provided with a minimum of two (2) signs identifying the use of the lot as a detention basin. The signs shall have a minimum area of four (4) square feet and shall contain the following message: "WARNING This area has been designed as a storm water detention pond and is subject to periodic ponding to a depth of ____ inches." The material, design, size, and number of signs are subject to the review and approval of the City Engineer. Signs and posts shall be constructed of metal or other long lasting material. All information regarding required detention basin signage shall be included on the grading/site improvement plans. (DS)
126. Permittee shall provide proof of recordation of a document that holds owners of all property contributing storm water to the Project detention basins equally responsible for implementation and perpetual maintenance of onsite detention basins. This requirement can be eliminated if detention is allocated on a pro-rata basis to each lot. (DS)
127. Permittee shall record Parcel Map 14-300-002 concurrent with issuance of a grading/site improvement plans for this Project. (DS)
128. Permittee shall include a traffic rated drainage inlet within any trash enclosure that serves a tenant performing food preparation activities. This drain shall connect to the sanitary sewer system via a grease interceptor to catch and treat all leaks and enclosure wash water. No enclosure drain is required if the Wastewater Division determines that no grease interceptor is required for the tenant. (DS)
129. Permittee shall provide a 6 inch minimum vertical drop between the flow line of the parking lot concrete gutter and the flow line of the grass swale filter at each location where stormwater enters the filter swale. The transition between gutter flow line and swale flow line shall be constructed similar to a concrete ribbon gutter. (DS)
130. Permittee shall provide proof of recordation of a document that holds owners of all property receiving stormwater treatment on this property equally responsible for implementation and perpetual maintenance of all proposed long-term post-construction BMPs within this Project. (DS)
131. Permittee may phase construction of onsite improvements proposed with parcel map 14-300-002 (Planning and Zoning Permits 14-500-005 and 14-500-006) subject to approval by the Development Services Manager. Phases shall be designed to provide capacity for full Project build-out. Each phase shall include a minimum of two points of vehicular access from public

streets and vehicular access and maneuvering area such that no dead-end drive aisles are created. (DS)

132. Prior to issuance of a site improvement permit, Permittee shall provide evidence of the recordation of a reciprocal access, drainage, and utility agreement between the parcels of parcel map 14-300-002. (DS)
133. Permittee shall modify the intersection of Camino Del Sol and Rose Avenue to provide a dedicated right turn lane as identified in the Project traffic study. These improvements shall include, but not necessarily be limited to, restriping and relocation of vehicle detection loops. Permittee shall also restripe approximately 600 feet of the westerly leg of the eastbound lanes of Camino Del Sol to provide a 4 foot wide bicycle lane at the intersection with Rose Avenue. Permittee is relieved of this condition if the Development Services Manager determines verifies that another Permittee conditioned to construct these improvements is irreversibly committed to their construction. (TR)
134. Permittee shall replace the existing non-standard service enclosure located at the southeast corner of Camino Del Sol and Rose Avenue with a standard Type III-BF service enclosure. The Type III-BF service enclosure shall conform to City of Oxnard traffic signal specifications. (TR)
135. Permittee shall construct a concrete pad around existing traffic controller cabinet and the new service enclosure adjacent to the Project as approved by the City Traffic Engineer. (TR)
136. Permittee acknowledges that he has been advised that it is the City's intent to construct a future raised median in Camino Del Sol east of Rose Avenue along the Project frontage and that no left turn pockets for this Project will be provided. Permittee agrees that he will not oppose the future installation of a raised median along Camino Del Sol. The City will allow westbound U-turns at the intersection unless safety or capacity becomes an issue in the future and a study finds that U-turn prohibition is necessary to address the safety or capacity issue. (TR)

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PZ14-500-05 (SUP)
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PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

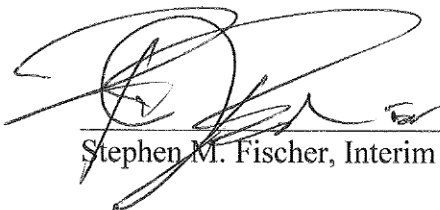
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OVERTURNING THE DECISION OF PLANNING COMMISSION AND APPROVING PLANNING AND ZONING PERMIT NO. 14-500-06 (SPECIAL USE PERMIT) TO ALLOW DEVELOPMENT AND CONSTRUCTION OF A 7,400 SQUARE FOOT CHURCH (NEW TRINITY COMMUNITY CHURCH) WITH SEATING FOR 250 MEMBERS ON A PROPOSED 1.04-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIES WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel, subject to certain findings and conditions. The Project site is located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-500-06 (Special Use Permit) to allow development and construction of a 7,400 square foot church (New Trinity Community Church) with seating for 250 members on a proposed 1.04-acre parcel (the “**Project**”) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 14-500-06 (Special Use Permit) and took action to deny the Project; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to deny the Project, filed on March 23 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

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

- (1) **The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed use is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Commercial General (C-2) zone and development policies of the 2030 General Plan.

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

The proposed use is consistent with uses considered and permitted by the General Commercial (C-2) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

Development as proposed will meet the development standards of the General Commercial (C-2) zone, parking and landscape design standards as described and shown in Section 6c of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards and parking will be met via a shared parking agreement between the three proposed parcels.

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

The development is located along two major thoroughfares in the City and as described in Section 6e of the Planning Commission Staff Report, the proposed use is conditioned to include striping of an eastbound lane on Rose Avenue. As a result, the site has sufficient access to streets and highways that are adequate in size and after construction intersections considered in the review of the Project will operate at acceptable levels of service.

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

The proposed use is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the proposed use will be served by existing water mains along Camino Del Sol, Rose Avenue and a bordering alley to the south. Sewer connections serving the three proposed parcels will be through the southerly alley which bounds the development site. In accordance with the Stormwater Quality Conditions of this Resolution, the development's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines. This section pertains to projects found consistent with the applicable General Plan designation policies as well as with applicable zoning designation and regulations; and the proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban areas; and the project site has no value, as habitat for endangered, rare or threatened species; and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby overturns the decision of the Planning Commission and approves Planning and Zoning Permit 14-500-06 (Special Use Permit), subject to the attached conditions of approval.

CONDITIONS OF APPROVAL

Note:

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated March 28, 2015, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Permittee has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Permittee 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, Permittee accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Permittee shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City

issues building permits, Permittee shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. Permittee shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Permittee shall obtain a sign permit from the City. Except as provided in the sign permit, Permittee may not change any signs on the project property. (PL/B, G-10)
10. Permittee shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Permittee shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Permittee 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 Permittee, owner or tenant fails to comply with any of the conditions of this permit, the Permittee, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Permittee shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

15. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Permittee shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
16. Prior to issuance of a certificate of occupancy, Permittee shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
17. Permittee shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Permittee to do so may result in the revocation of this permit and initiation of legal proceedings against Permittee to ensure compliance (PK, PK-4)

18. Prior to the issuance of City certificate of occupancy, Permittee shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
19. At the time of planting, Permittee shall provide at least 24-inch box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Permittee shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
20. Permittee shall submit four sets of parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
21. Before the City accepts parkways from Permittee, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
22. Permittee shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
23. At time of submittal to the Building and Engineering Division for plan check, Permittee's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
24. Permittee shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)
25. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the Project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

LANDSCAPE SPECIAL CONDITIONS

26. The hedge like plant material along the Rose Avenue and Camino Del Sols Street shall be maintained to preserve a 36-inch hedge-like effect to provide vehicle/parking lot screening from Street. (PL)

FIRE DEPARTMENT STANDARD CONDITIONS

27. Permittee shall construct all vehicle access driveways on the Project property to be at least 26 feet wide. Permittee shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Permittee shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
28. 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)
29. Before the City issues building permits, Permittee 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)
30. At Permittee's expense, Permittee shall obtain two certified fire flow tests for the Project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Permittee shall obtain permits for the tests from the Engineering Division. Permittee shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
31. 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)
32. The Project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
33. At all times during construction, Permittee shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the Project property. (FD/DS, F-7)
34. Permittee shall identify all hydrants, standpipes and other fire protection equipment on the Project property as required by the Fire Chief. (FD, F-8)
35. Permittee shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)

36. The turning radius of all Project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
37. Permittee 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*)
38. Permittee shall install in each structure in the Project a detection/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*)
39. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
40. Permittee shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Permittee shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

41. Areas designated by the Fire Chief as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles. (FD)
42. Before the City issues a Certificate of Occupancy, the Permittee shall install a Knox key vault on every building in the Project at a location to be determined by the Fire Department. (FD)

PLANNING DIVISION STANDARD CONDITIONS

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

46. Before the City issues building permits, Permittee shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Permittee may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
47. Permittee 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*)
48. Permittee may not modify any use approved by this permit unless the Planning Division Manager determines that Permittee has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
49. During the plan check review process, the Permittee shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
50. Prior to issuance of building permits, Permittee shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Permittee shall submit a plan showing both the lighting and landscape on the same sheet.
51. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Permittee shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Permittee shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
52. In order to minimize light and glare on the Project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
53. During construction, Permittee shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)
54. During construction, Permittee shall control dust by the following activities:

- a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)
55. Permittee shall provide for dust control at all times during Project property preparation and construction activities. (B/DS, PL-13)
56. Permittee agrees to participate in a water conservation program that includes refitting water fixtures existing on the Project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this Project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
57. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
58. Prior to issuance of building permits, Permittee shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).
59. Permittee shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, PL-17)
60. Permittee 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. Permittee shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

61. Permittee shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
62. For any exterior utility meter panels, Permittee shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
63. Before the City issues building permits, Permittee shall submit and obtain approval from [Trinity Plaza] of a master sign program for the Project, which shall indicate on the site plan the elevations, the size, placement, materials, and color of all proposed free-standing and building signs. The square footage of all signs for the Project shall not exceed square feet, calculated in accordance with the City Code. (PL/ B, *PL-46*)
64. Prior to issuance of a certificate of occupancy, Permittee shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)
65. Permittee 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-49*)

PLANNING DIVISION SPECIAL CONDITIONS

66. Permittee shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Permittee shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
67. Permittee shall remove any and all graffiti from the Project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
68. Before the City issues building permits, Permittee shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
69. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Permittee shall comply with all conditions of the tentative and final map. (PL/DS)

70. Permittee shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
71. Prior to grading permit approval, Permittee shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

72. Permittee shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the Project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the Project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Permittee or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

73. Permittee shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the Project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

ENVIRONMENTAL RESOURCES DIVISION

74. To ensure that solid waste generated by the Project is diverted from the landfill and reduced, reused or recycled, Permittee shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the Project be diverted from the landfill. The Plan shall include the entire Project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or

disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Permittee shall use the Plan form.

75. Permittee shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed Project. After completion of demolition and/or construction, Permittee shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Permittee 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. Permittee shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
76. Permittee shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Permittee shall arrange for self-hauling to an authorized facility.
77. Permittee shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Permittee shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually on the anniversary date of the certificate of occupancy for approval.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

78. Permittee shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
79. Permittee's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Permittee shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
80. Permittee shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall

incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

81. Permittee shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the Project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
82. Permittee shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
83. Permittee's site improvement plans shall include an on-site sewer plan. (DS-10)
84. Permittee shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Permittee shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
85. Permittee shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
86. Permittee 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. Permittee shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
87. A California licensed civil engineer shall prepare the public improvement plans and documents for this Project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
88. Prior to issuance of a site improvement permit, Permittee shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all Project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release,

Permittee shall provide an updated CD containing all changes that occur during construction. (DS-16)

89. Permittee shall remove graffiti from the Project, including graffiti on offsite public infrastructure under construction by Permittee, within 24 hours of its appearance. If Permittee fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
90. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
91. Permittee shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
92. Permittee shall be responsible for all Project-related actions of Permittee's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
93. Prior to beginning construction, Permittee shall designate in writing an authorized agent who shall have complete authority to represent and to act for Permittee. The authorized agent shall be present at the work site whenever work is in progress. Permittee or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Permittee's expense. (DS-24)
94. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the Project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this Project are not completed within 12 months from the date of City's approval of the improvement plans, Permittee shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
95. Permittee shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after Project completion. Permittee's submittal of certified "as-built" plans is a condition of City's final acceptance of the Project and release of any associated security. (DS-29)
96. All grading shall conform to City's standard grading notes, City Code, and recommendations of Permittee's soils engineer as approved by the City Engineer. (DS-30)

97. Permittee shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way,. (DS-31)
98. Permittee shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
99. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Permittee shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Permittee shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
100. Permittee shall design Project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
101. Permittee shall dispose of sewage and solid waste from the Project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
102. Permittee shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
103. Prior to issuance of building permits, Permittee shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
104. Permittee shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
105. Prior to designing the water system for the Project, Permittee shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Permittee shall obtain permits from the City Engineer prior to performing tests. Permittee shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
106. Permittee shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)

107. Permittee shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
108. Permittee shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
109. Permittee shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
110. Permittee shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
111. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
112. Prior to issuance of an encroachment permit, Permittee's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS

113. Permittee shall design Project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment Projects. Permittee shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
114. Permittee shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Permittee shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Permittee shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
115. Permittee's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical

Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)

116. Using forms provided by the Development Services Division, Permittee shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this Project. If the BMPs implemented with this Project include proprietary products that require regular replacement and/or cleaning, Permittee shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the Project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Permittee provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
117. Permittee's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Permittee 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. Permittee may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
118. Permittee's engineer shall submit written confirmation that the Project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
119. Permittee shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)

120. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Permittee shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Permittee in accordance with the NPDES Construction General Permit. Permittee shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Permittee shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

121. Permittee shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
122. Permittee shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
123. Storm water runoff from this site shall be limited (0.80 cfs/acre) and on-site detention (minimum 1360 cf/acre) shall be provided in conformance with the approved drainage report for the drainage system within the adjacent southerly alley (Per improvement plans for PZ 02-500-17). The detention basin(s) shall be designed in accordance with Public Works Standards and policies. The Developer shall provide a city standard Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance by the property owner prior to approval of the grading/site improvement plans. (DS)
124. All above ground detention basin sites shall be provided with a minimum of two (2) signs identifying the use of the lot as a detention basin. The signs shall have a minimum area of four (4) square feet and shall contain the following message: "WARNING This area has been designed as a storm water detention pond and is subject to periodic ponding to a depth of ____ inches." The material, design, size, and number of signs are subject to the review and approval of the City Engineer. Signs and posts shall be constructed of metal or other long lasting material. All information regarding required detention basin signage shall be included on the grading/site improvement plans. (DS)
125. Developer shall provide proof of recordation of a document that holds owners of all property contributing storm water to the project detention basins equally responsible for implementation and perpetual maintenance of onsite detention basins. This requirement can be eliminated if detention is allocated on a pro-rata basis to each lot. (DS)
126. Developer shall record Parcel Map 14-300-002 concurrent with issuance of a grading/site improvement plans for this project. (DS)

127. Prior to issuance of a grading/site improvement permit for this development, Developer shall provide proof of recordation of an agreement with an adjacent parcel within Parcel Map 14-300-002 for shared refuse enclosure usage. The agreement shall be recorded against the affected parcels and shall be binding on future owners. Shared enclosure shall include a traffic rated drainage inlet within the project trash enclosure if the Wastewater Division determines that the food preparation facilities within the structure require a grease interceptor. This drain shall connect to the sanitary sewer system via the grease interceptor to treat all leaks and enclosure wash water. (DS)
128. Developer shall provide a 6 inch minimum vertical drop between the flow line of the parking lot concrete gutter and the flow line of the grass swale filter at each location where stormwater enters the filter swale. The transition between gutter flow line and swale flow line shall be constructed similar to a concrete ribbon gutter. (DS)
129. Developer shall provide proof of recordation of a document that holds owners of all property receiving stormwater treatment on this property equally responsible for implementation and perpetual maintenance of all proposed long-term post-construction BMPs within this project. (DS)
130. Developer may phase construction of onsite improvements proposed with parcel map 14-300-002 (Planning and Zoning Permits 14-500-005 and 14-500-006) subject to approval by the Development Services Manager. Phases shall be designed to provide capacity for full project build-out. Each phase shall include a minimum of two points of vehicular access from public streets and vehicular access and maneuvering area such that no dead-end drive aisles are created. (DS)
131. Prior to issuance of a site improvement permit, Developer shall provide evidence of the recordation of a reciprocal access, drainage, and utility agreement between the parcels of parcel map 14-300-002. (DS)
132. Developer shall modify the intersection of Camino del Sol and Rose Avenue to provide a dedicated right turn lane as identified in the project traffic study. These improvements shall include, but not necessarily be limited to, restriping and relocation of vehicle detection loops. Developer shall also restripe approximately 600 feet of the westerly leg of the eastbound lanes of Camino del Sol to provide a 4 foot wide bicycle lane at the intersection with Rose Avenue. Developer is relieved of this condition if the Development Services Manager determines verifies that another Developer conditioned to construct these improvements is irreversibly committed to their construction. (TR)
133. Developer shall replace the existing non-standard service enclosure located at the southeast corner of Camino del Sol and Rose Avenue with a standard Type III-BF service enclosure. The Type III-BF service enclosure shall conform to City of Oxnard traffic signal specifications. (TR)

134. Developer shall construct a concrete pad around existing traffic controller cabinet and the new service enclosure adjacent to the project as approved by the City Traffic Engineer. (TR)
135. Developer acknowledges that he has been advised that it is the City's intent to construct a future raised median in Camino del Sol east of Rose Avenue along the project frontage and that no left turn pockets for this project will be provided. Developer agrees that he will not oppose the future installation of a raised median along Camino del Sol. The City will allow westbound U-turns at the intersection unless safety or capacity becomes an issue in the future and a study finds that U-turn prohibition is necessary to address the safety or capacity issue. (TR)

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

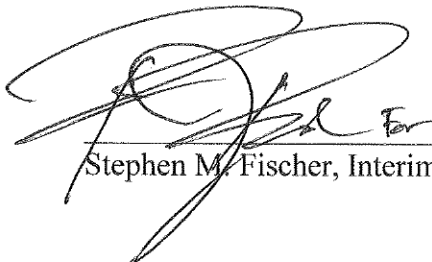
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OVERTURNING THE DECISION OF PLANNING COMMISSION AND APPROVING PLANNING AND ZONING PERMIT NO. 14-300-02 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 2.52-ACRE PARCEL INTO THREE SEPARATE PARCELS (0.73-ACRE, 0.60-ACRE AND 1.04-ACRE) LOCATED AT THE SOUTHEAST CORNER OF ROSE AVENUE AND CAMINO DEL SOL (450 NORTH ROSE AVENUE), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TOM DAVIS WITH CANYON CARDIFF OXNARD, LLC ON BEHALF NEW TRINITY COMMUNITY CHURCH, 2225 GLASTONBURY ROAD, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, on June 23, 2014, Tom Davis with Canyon Cardiff Oxnard, LLC on behalf New Trinity Community Church (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre), located at the southeast corner of Rose Avenue and Camino Del Sol (450 North Rose Avenue - APN 216-0-061-075); and

WHEREAS, on February 19, 2015, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 14-300-02 (Tentative Parcel Map) to subdivide a 2.52-acre parcel into three separate parcels (0.73-acre, 0.60-acre and 1.04-acre (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, the Planning Commission considered Planning and Zoning Permit No. 14-300-06 (Special Use Permit) and took action to recommend denial of the Subdivision; and

WHEREAS, the City Council has considered the appeal of the Planning Commission action to deny the Subdivision, filed on March 23 2015, by applicant, Thomas R. Davies, Canyon Cardiff Oxnard, LLC and has carefully reviewed the decision of the Planning Commission; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Subdivision in accordance with the California Environmental Quality Act (CEQA) and determined that the Subdivision is subject to a categorical exemption; and

WHEREAS, the Subdivision was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

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

- (1) **That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The proposed Tentative Parcel Map is consistent with the policies and provisions of the City of Oxnard 2030 General Plan because the proposed Subdivision will allow for development that conforms and is consistent with the City of Oxnard 2030 General Plan's planned location, type and intensity and development policies.

- (2) **That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The design and improvement of the proposed three parcel division is consistent with applicable provisions of the City of Oxnard 2030 General Plan because the proposed three parcel lot division of land supports the proposed development improvements with intended uses with necessary infrastructure.

- (3) **That the site is physically suitable for the type of development.**

The site is physically suitable for the proposed type of development because the division of land includes proposed development consistent with the General Commercial (C-2) zoning standards.

- (4) **That the site is physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of development because the Subdivision by design meets zoning standards, parking, circulation and infrastructural needs

- (5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

The design of the proposed three parcel division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species.

- (6) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The design of the proposed three parcel division and parcel improvements is not likely to cause serious public health problems because the Subdivision conforms with the uses intended with General Commercial (C-2) zone. In addition, site improvements will be in compliance with applicable development, building, and fire safety standards.

- (7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval**

may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

The design of the proposed three parcel division and parcel improvements will not conflict with easements because the project site is currently vacant and there is no through access serving adjacent properties or right-of-ways. The parcel map will effectuate the vacation of City easements (including alley right-of-way) that are no longer required as noted on tentative parcel map and Condition No. 32 of this resolution. New easements between the properties created as part of this Subdivision will require easements necessary to accommodate shared access and parking between parcels proposed.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Subdivision will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15315 (Minor Land Division), Class 15 of the State CEQA Guidelines. This section pertains to division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope of greater than 20 percent. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby overturns the decision of the Planning Commission and approves Planning and Zoning Permit 14-300-02 (Tentative Parcel Map), subject to the attached conditions of approval.

CONDITIONS OF APPROVAL

Note:

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker

DEPARTMENTS AND DIVISIONS			
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated April 28, 2015 (the "plans") on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. By commencing any activity related to the Project or using any structure authorized by this permit, Permittee 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)
4. Permittee shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Permittee shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
5. If Permittee, owner or tenant fails to comply with any of the conditions of this permit, the Permittee, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION SPECIAL CONDITIONS

6. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
7. Prior to issuance of a site improvement permit, Permittee shall provide evidence of the recordation of a reciprocal access and parking agreement between the proposed parcels. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

8. Permittee shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
9. Permittee's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Permittee shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
10. Permittee shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
11. Permittee shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the Project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
12. Permittee 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. Permittee shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
13. A California licensed civil engineer shall prepare the public improvement plans and documents for this Project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
14. Prior to issuance of a site improvement permit, Permittee shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all Project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Permittee shall provide an updated CD containing all changes that occur during construction. (DS-16)
15. Permittee shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the

time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

16. Permittee agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Permittee's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Permittee of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Permittee in the defense thereof. Permittee shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Permittee of the obligations of this condition. Permittee's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
17. Permittee shall remove graffiti from the Project, including graffiti on offsite public infrastructure under construction by Permittee, within 24 hours of its appearance. If Permittee fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
18. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
19. Permittee shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
20. Permittee shall be responsible for all Project-related actions of Permittee's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
21. Prior to beginning construction, Permittee shall designate in writing an authorized agent who shall have complete authority to represent and to act for Permittee. The authorized agent shall be present at the work site whenever work is in progress. Permittee or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Permittee's expense. (DS-24)
22. Prior to approval of the final map or parcel map, Permittee shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Permittee has executed and filed

with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

23. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the Project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this Project are not completed within 12 months from the date of City's approval of the improvement plans, Permittee shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
24. Permittee shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after Project completion. Permittee's submittal of certified "as-built" plans is a condition of City's final acceptance of the Project and release of any associated security. (DS-29)
25. Permittee shall dedicate to the City all water rights for the Project property by title sheet dedication on the final map or parcel map. (DS-39)
26. Permittee shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
27. Prior to release of the final map or parcel map for recordation, Permittee shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
28. Prior to release of the final map or parcel map for recordation, Permittee shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
29. Permittee shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
30. Permittee shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

31. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Permittee shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Permittee in accordance with the NPDES Construction General Permit. Permittee shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Permittee shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

32. Parcel map shall effectuate the vacation of City easements (including alley right-of-way) that are no longer required, indicated on the tentative parcel map as "to be abandoned", to the extent allowed under section 66445(j) of the Subdivision Map Act. Permittee shall prepare a separate legal description (and pay all fees associated with processing) for any easement vacation not processed on the parcel map. (DS)
33. Permittee shall repair and/or replace any existing broken or damaged curb, gutter, or asphalt paving adjacent to property as directed by the Construction Services Inspector. (DS)
34. Permittee shall have street frontage improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of an encroachment permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS)
35. Permittee shall remove the existing curb cut on Camino del Sol just east of Rose Avenue and replace it with standard curb and gutter. (DS)
36. Permittee to remove the existing sidewalk along Camino Del Sol (including removal or upgrading of the disabled access ramp at the intersection) and replace it with parkway and sidewalk matching the parkway and sidewalk layout on the property to the east. Permittee shall construct a smooth transition from the new frontage sidewalks to a disabled access ramp. Final design of the transition and the extent of reconstruction of the access ramp shall be at the direction of the Development Services Manager. (DS)
37. Permittee shall dedicated sufficient additional right-of-way along Camino del Sol to encompass the new sidewalk. (DS)
38. Permittee shall remove the existing sidewalk along Rose Avenue and replace it with 5 foot wide sidewalk as depicted on the Project site plan. (DS)

39. Permittee shall abandon any existing sewer and water laterals to the site by disconnection at the main as directed by the Development Services Manager unless reuse of the lateral is approved. (DS)
40. Permittee shall relocate the existing Rose Avenue frontage bus stop to the general location indicated on the Project site plan. Permittee shall construct a minimum 8 foot wide by 30 foot long concrete pad for the new bus stop and relocated the existing bus shelter and associated furniture. Permittee shall also provide and install a new bike rack conforming to City bus stop standards. Final determination of the layout and location is subject to approval of the City Traffic Engineer. (DS)
41. Permittee shall dedicated sufficient additional right-of-way (approximately 19 feet) along Rose Avenue to encompass the new sidewalk. (DS)
42. Permittee may phase construction of onsite improvements proposed with parcel map 14-300-002 (Planning and Zoning Permits 14-500-005 and 14-500-006) subject to approval by the Development Services Manager. Phases shall be designed to provide capacity for full Project build-out. Each phase shall include a minimum of two points of vehicular access from public streets and vehicular access and maneuvering area such that no dead-end drive aisles are created. (DS)

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

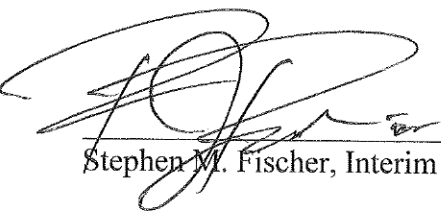
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 04 / 28 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Juliette Dang *JD* Agenda Item No. 5-4

Reviewed By: City Manager *JM* City Attorney *PT* Finance *P* Other (Specify) _____

DATE: April 15, 2015

TO: City Council

FROM: Carrie Sabatini, Interim Housing Director *C Sabatini*
Housing Department

SUBJECT: Public Hearing to Approve Oxnard's Fiscal Year 2015-2016 Annual Action Plan (Agreement Number 7087-15-HO) including Applications to the U.S. Department of Housing and Urban Development for the Entitlement Grants

RECOMMENDATION

That City Council:

1. Conduct a Public Hearing to receive comments and provide direction to staff on changes to the Annual Action Plan (AAP).
2. Approve the AAP with final recommended use of funds for the three entitlement grants: Community Development Block Grant (CDBG), Home Investments Partnership (HOME), and Homeless Emergency Solutions Grant (HESG);
3. Authorize the City Manager to make any changes to the AAP as directed;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the AAP to the United States Department of Housing and Urban Development (HUD); and
5. Authorize the City Manager to sign any documents or agreements required by HUD for the implementation of the AAP.

DISCUSSION

Each year the City must submit an AAP to HUD which serves as an application for the three entitlement grants: Community Development Block Grant (CDBG), Home Investments Partnership (HOME), and Homeless Emergency Solutions Grant (HESG). The fiscal year 2015-2016 AAP is the third year component of the Consolidated Plan.

The City anticipates receiving the following:

	FY 2015-2016	FY 2014-2015
CDBG	\$ 2,131,803	\$2,145,231
HOME	\$ 561,174	\$ 638,502
HESG	\$ 191,219	\$ 177,570
Total HUD allocation	\$ 2,884,196	\$2,961,303

Additionally, the City has reprogrammed \$100,000 of HOME funds from previously completed projects; and estimated program income of approximately \$50,000 for CDBG and \$50,000 for HOME. Therefore, the total estimate available resource for FY2015-16 AAP will be \$3,084,196.

A key component to the development of the AAP is the input of the community. The required provision of that input is contained in the Citizen Participation Plan (Attachment #1). It requires that the "City shall hold a minimum of two public hearings per program year":

1. The first public hearing was held on January 13, 2015 to obtain public input on the unmet needs of extremely low to low-income persons for housing, community development and homelessness, which were not currently being addressed by the City, other local agencies and organizations.
2. The second public hearing is scheduled for April 28, 2015 (Attachment # 2) to provide input on the recommended uses of the entitlement grants for the City Council's approval.

In addition to the required public hearings, staff made presentations and requested input on the unmet needs from several citizen advisory groups as detailed in the AAP. Additionally, as part of the staff commitment to increase public input into the process of preparing the AAP and recommendations for funding, a seven member review panel was assembled to review the applications and make recommendations for funding (Attachment #4). The panel consisted of four representatives of citizen advisory groups and three staff members from departments throughout the City. The recommendations for funding are a result of the conclusions of the review panel's assessment of the applications received.

FINANCIAL IMPACT

Final funding is subject to HUD's approval of the AAP submission. The total anticipated HUD funding from the three HUD grants will be \$2,884,196 and the total available resources will be \$3,084,196 including the reprogrammed funds and program income. The funding recommendations as provided on Attachment #4 provide reduced funding to some City programs. The implications of reductions may need to be considered as part of the overall budget process.

- Attachment # 1 – Citizen Participation Plan
2 – 2nd Public Hearing Certification of Publication (English & Spanish)
3 – Draft of FY 2015-2016 Annual Action Plan
4 – Recommended Use of Grant Funds

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.

- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.

- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

Certificate of Publication

Ad # 1367533

In Matter of Publication of:

Legal Notice

State of California)

)§

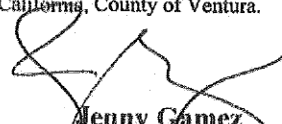
County of Ventura)

I, Jenny Gamez, hereby certify that the Ventura County Star Newspaper has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

March 28, 2015

I, Jenny Gamez certify under penalty of perjury, that the foregoing is true and correct.

Dated this March 30, 2015; in Camarillo, California, County of Ventura.


Jenny Gamez
(Signature)

CITY OF OXNARD		HOME INVESTMENT PARTNERSHIPS ACT	
NOTICE OF 30-DAY PUBLIC REVIEW FY 2015-2016 ANNUAL ACTION PLAN		- Fiscal Year 2015-2016 Award \$ 561,174 - Estimated Program Income \$ 50,000 - Reprogrammed Funds \$ 100,000 Total HOME funding Available \$ 711,174	
NOTICE IS HEREBY GIVEN that the City of Oxnard (City) has prepared its Annual Action Plan (AAP) for FY 2015-2016. The publication of this notice is the beginning of the 30-day public review period required under Federal Regulation 24 CFR 91.105(b)(2). The public review and written comment period begins on March 29, 2015, and concludes on April 27, 2015. NOTICE IS HEREBY FURTHER GIVEN that the One-Year Action Plan will be presented to the City Council (Council) for approval on the following date:		PROPOSED HOME ACTIVITIES - Program Administration \$ 56,117 - CHDO** \$ 255,057 - Project Programs \$ 400,000 TOTAL PROPOSED HOME ACTIVITIES/PROJECTS \$ 711,174	
DATE: April 28, 2015 LOCATION: City Council Chambers 305 West Third Street Oxnard, California 93030 TIME: 6:00 PM and thereafter		**CHDO means Community Housing Development Organization HOMELESS EMERGENCY SOLUTIONS GRANT - Fiscal Year 2015-2016 Award \$ 191,219 Total HESG funding Available \$ 191,219	
At this meeting, the Council will receive public comments on the AAP and approve the submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) on or before May 16, 2015. BACKGROUND Each year, the City has participated in grant programs sponsored by HUD, which include the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Homeless Emergency Solutions Grant (HESG) programs. The City will receive the following allocations for these programs:		PROPOSED HESG ACTIVITIES - Program Administration \$ 14,341 - Projects \$ 176,878 TOTAL PROPOSED HESG ACTIVITIES/PROJECTS \$ 191,219	
COBG \$ 2,131,803 HOME \$ 587,174 HESG \$ 191,219 TOTAL ALLOCATED RESOURCES \$ 2,909,196		PUBLIC COMMENTS Copies of the Draft of the Plan and the AAP will be available for public review at the following locations: - City of Oxnard Main Library 251 South W Street - City of Oxnard City Clerk's Office 305 West Third Street, First Floor - City of Oxnard Housing Department 435 South D Street	
ONE-YEAR ACTION PLAN For the fiscal year beginning July 1, 2015, and ending June 30, 2016, the City proposes the placement of grant funds to implement the programs and activities as follows:		If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7603 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons needing a translator, should also contact the City Clerk's Office at least 72 hours prior to the hearing. For further information, contact: Justine Dang, Grants Coordinator at (805) 385-7603. Written comments may be addressed to the following: City of Oxnard - Housing Department Grants Management Division 435 South D Street Oxnard, CA 93030	
COMMUNITY DEVELOPMENT BLOCK GRANT - Fiscal Year 2015-2016 Award \$ 2,131,803 - Estimated Program Income \$ 50,000 Total CDBG funding Available \$ 2,181,803		PROPOSED CDBG PROJECTS - Administrative Activities \$ 436,361 - Public Service Projects \$ 335,854 - Direct Benefit Projects \$ 1,409,188 TOTAL PROPOSED CDBG ACTIVITIES/PROJECTS \$ 2,181,803	

IN AND FOR THE COUNTY OF VENTURA
CERTIFICATE OF PUBLICATION

CIUDAD DE OXNARD AVISO DE
EVALUACION PÚBLICA DE 30 DÍAS PLAN
DE ACCIÓN ANUAL AÑO FISCAL 2015-2016

J. H. Apple
(Signature)

Attachment 2 page 2 of 2

City of Oxnard

Consolidated Plan for Fiscal Years 2013-2018

Annual Action Plan for Fiscal Year 2015-2016

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Annual Action Plan
2015

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PROCESS

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

During the five-year Consolidated Plan (ConPlan) cycle, The City of Oxnard (the City) must submit to the U.S. Department of Housing Urban Development (HUD) an AAP (AAP), which provides details on the proposed use of HUD funds to meet community needs identified in the ConPlan. The current AAP covers the period of July 1, 2015 to June 30, 2016 (FY 2015-16), third year component of the FY 2013-2017 ConPlan. It describes the expected federal, state and local resources, the priorities and specific objectives the City hopes to achieve, and the activities that will be undertaken throughout the fiscal year. In recent years, the City's allocation from HUD has continued to decline. For the federal FY 2015, the City's Community Development Block Grant (CDBG) allocation has decreased less than one percent (\$13,428 less) and the HOME Investment Partnerships (HOME) allocation has decreased by 12% (\$77,328 less), compared to the FY 2014 funding levels. However, the City's Homeless Emergency Solutions Grant (HESG) allocation has increased by 8 percent (\$13,649 more). The City's priorities, which are identified in the ConPlan and can be found throughout this Action Plan, are designed to principally serve extremely low, low, and moderate income residents by addressing the following needs:

- Housing Needs
- Homeless Needs
- Community Services and Special Needs
- Community Facilities and Infrastructure
- Economic Development Needs

The purpose of the AAP is to update the ConPlan. It also provides the City with a basis for assessing its progress in meeting the goals of the Plan through the Consolidated Annual Performance and Evaluation Reports (CAPER). The AAP describes the resources expected to be

available in the coming program year from federal, nonfederal, local and private sources. It includes a description of the activities that will be undertaken to meet the specific objectives in the federal FY 2013-2017 ConPlan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- **Suitable Living Environment (SL)** - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- **Decent Housing (DH)** - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- **Creating Economic Opportunities (EO)** - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:

- Availability/Accessibility (1) - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low and moderate income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
- Affordability (2) - This outcome category applies to activities that provide affordability in a variety of ways in the lives of LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.
- Sustainability (3) - Promoting Livable or Viable Communities. This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. The City combines the following information reported to HUD in the FY 2013-14 Consolidated Annual Performance and Evaluation Report and the directives from HUD in the determination and recommendation of the FY 2015-16 AAP proposed projects.

The FY 2014-15 AAP is the second year of implementing the FY 2013-2017 ConPlan. Accomplishments achieved during FY 2015 (July 1, 2014 through June 30, 2015) will be evaluated in detail in the CAPER. The CAPER will be completed and submitted to HUD by the required deadline of September 30, 2015.

The three major program areas underlining CDBG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupling with the Continuum of Care (CoC) of HESG have received a high priority in the FY 2013-17 ConPlan. The goals and accomplishment numbers for the FY 2013-14 AAP are detailed as follows:

Goal	Indicator	Five Year Goal		FY 2013-2014	
		Goal	Accomplishment	Annual Goal	Accomplishment
Help Achieve Homeownership	Homeowner Housing Added				4
Help Achieve Homeownership	Direct Financial Assistance	58	24	20	24
New Affordable Rental Housing Units	Rental Units Constructed	16	-		-
New Affordable Rental Housing Units	Other (organization)			1	-
Help Achieve Housing Preservation	Homeowner Housing Rehabilitation	75	-	25	-
Decent and Affordable Housing					
Code Enforcement Effort	Housing Code Enforcement			3,000	5,283
Code Enforcement Effort	Other	750	1,301		
Infrastructure & Public Facilities	LMI people	100,000	3,519	1,601	3,519
Public Services	LMI clientele	10,000	223,622	6,300	223,882
Suitable Living Environment					
Economic Development	Businesses Assisted	30			
Public Services	Jobs created/Retained	50	5		
Economic Opportunities					
Reduce Homelessness	Homeless Person Overnight Shelter	1000	740	635	740
Reduce Homelessness	Homeless Prevention	100	145	100	145
CoC					

Note: The above information is extracted from HUD CAPER Review report dated November 25, 2014.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan

As part of the AAP development, the City staff scheduled two public hearings: (1) January 13, 2015 and (2) April 28, 2015:

First Public Hearing-January 13, 2015 provided the opportunity to the public to comments on unmet needs and City Council (Council) to make recommendations to staff regarding the priorities and objectives for FY 2015-16 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 100 addresses consisting of organizations, the faith community, service providers, OHA, and cities within Ventura County. Copies of the public hearing notices were included in the "Neighborhood News" packets which were distributed weekly to Oxnard residents. The public hearing notice was advertised on two newspapers (Vida and the Star), posted on City website, broadcasted on the public viewing TV channel 10/35, included in utility billing statement and posted in the public buildings such as libraries, City Clerk's Office, Community centers, and Housing Authority office buildings.

Second public hearing – April 28, 2015: is scheduled (1) to provide the opportunity to the public to comment on the projects recommended for funding as submitted by the Review Panel for FY 2015-16 AAP; and (2) to receive recommendations and direction from Council regarding the FY 2015-16 AAP grant funding. The notices of the public hearing were mailed to more than 100 addresses consisting of organizations, the faith community, service providers, OHA, and cities within Ventura County. Copies of the public hearing notices were included in the "Neighborhood News" packets which were distributed weekly to the residents. The public hearing notice was also posted on the City website, broadcasted on TV channel 10/35, included in utility billing statement and posted in City Clerk's Office, Community centers, and OHA office buildings. Vida and the Star will publicize the notice of hearing on Saturday March 28, 2015.

5. Summary of public comments

Annual Action Plan
2015

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This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, several citizens advocated for (1) education and job training (2) ending homelessness in Oxnard, (3) providing employment to the homeless people as well as the low and moderate-income (LMI) people, (4) using CDBG funds to pay for LMI residents utility bills which is not an eligible activity in CDBG, (5) providing more case management for the homeless persons; and (6) considering the current Code Enforcement funding as a CDBG non-eligible activity.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments have been accepted.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following the current directives from HUD.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the ConPlan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department
HOME Administrator	OXNARD	Housing Department
HESG Administrator	OXNARD	Housing Department

Table 1 – Responsible Agencies

Narrative (optional)

Being the entitlement grantee for the CDBG, HOME and HESG programs, the City - Housing Department is the lead agency for the development of this AAP. The Department will also act as grants management of several public and private agencies that will administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

Housing Department-Grants Management Division,

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consults extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff has developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The ConPlan and its AAPs represent a comprehensive planning effort mainly led by the Housing Department-Grants Management Division staff, with involvement of (1) local government experts, (2) the social service community, (3) residents, and (4) consultation with other local HUD entitlement communities.

- Grants Management Division staff work closely with other City staff members such as Affordable Housing and Rehabilitation, Homeless Assistance, Planning and Building, Utilities, OHA, Code Compliance, Geographical Information System, Recreation and Community Services and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop the ConPlan and the AAP,
- By providing HUD programs workshops to social services agencies,
- By providing the opportunities for the residents to participate to the public hearings,
- Grants Management staff is a member of the C2 G2 forum group, established in November 2013. The goals of the group is to strategize on CDBG and HOME grants issues and learn from each other to administer the two programs by using best practices in order to comply with HUD regulations
- Housing staff from Fair Housing Program and Grants Management Division participate actively in the preparation and the development of the Regional ConPlan for the County of Ventura and the Fair Housing Analysis of Impediments.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City consulted with the following agencies/organizations while preparing the AAP, thru public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- Two public hearings were conducted (1/13/15; 4/28/15)
- Fair Housing workshops were conducted on 10/8/14 and 3/2/15
- Frequent consultations with representatives of Oxnard's two certified CHDOs (Cabrillo Economic Development Corporation and Many Mansions) throughout the year
- Monthly meeting with other local cities staff to discuss the final rule of HOME grant, CDBG requirements and the best practice to administer and monitor the programs
- Attended the CoC meetings to discuss about the application, the homeless needs and program directions and strategies.
- Commission on Homelessness was scheduled monthly to discuss urgent issues on homelessness, financial for non-profit organization due to the HEARTH rules (12/1/14, 2/5/15 and 3/2/15)
- Coordinated and assisted the Point-in Time count of the homeless persons in Ventura County and especially in Oxnard on 1/27/15.
- Attended two Senior Services Commission meetings (1/13/15 and 2/10/15)
- Attended two Parks, Recreation and Community Services Commission meetings (1/14/15 and 1/28/15)
- Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Forum (INCF) during the 2/4/15 public meeting.

Among the organizations which provided input in the various hearings and workshops were: Cabrillo Economic Development Corporation; Turning Point Foundation; Oxnard Commission on Homelessness; Colonia Village Tenants Association; OHA; California Rural Legal Assistance; Housing Rights Center; Ms. Barbara Macri-Ortiz, Esq., an affordable housing advocacy attorney; Oxnard Police Activities League; Community Action of Ventura County;

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Rescue mission; Project Understanding; St. Vincent de Paul; Kingdom Center; County of Ventura Human Services Agency; Oxnard PAL, Boxing and Colonia gymnasium programs; Pacific Clinics; and St John Hospital.

Describe coordination with the CoC and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In 2013 the two regional Continuums of Care were merged and are recognized as the Oxnard/San Buenaventura CoC. It is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body are representatives from local housing authorities, homeless services providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government. Coordination of housing assistance and services for the homeless: The Coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staff participate as well from the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised by the Mayor Pro Tem and another City Council member, and the City Council appointed Commission on Homelessness, as well as, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative and the newly formed Countywide CoC Alliance. The City's Housing Department also oversees a Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

For the coordination with the CoC, through the City (previous role as a direct CoC funding recipient), now as a member of the Countywide CoC Alliance, which includes jurisdictions and service providers throughout Ventura County, the needs of the homeless continue to be addressed. In previous years, such projects as: permanent supportive housing units for transitional youth, ages 18-25, have been rehabilitated by the Many Mansions organization and the OHA has been awarded Shelter-Plus Care vouchers. More recently, CoC renewals have allowed Khepera House agency to operate transitional housing; Community Action of Ventura County agency to assist the homeless people to find permanent housing through a new approved project, a homeless drop-in center, with case management; and Kingdom Center (known as Gabriel's House) to operate transitional housing for women with children. Through the recent collaborative efforts of the Countywide CoC Alliance, Khepera House, Turning Point Foundation and Many Mansions have received renewals of funding from 2014 CoC that allow the continuation of their projects within the City. Community Action of Ventura County has received a new allocation for property rehabilitation. The VCHSA has also received renewal funding which will allow the agency to continue to assist City homeless persons through the operation of the Homeless Management and Information System and the Rapid Rehousing program; and the Homeless Prevention Program. OHA proposes to set aside 15 vouchers for homeless preference, administers 36 VASH vouchers currently and expects to receive 10 more.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate HESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by HESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

During the City's federal FY 2015 HESG application review process the CoC appoints a member from its body to serve on the HESG review panel. Additionally, the CoC's Data Performance and Evaluation Sub Committee are tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The City consulted and utilized a wide range of agencies, groups, organizations and others as participants in the process of developing the homeless strategy and the Plan. The homeless strategy development specifically involved the City Council's Homeless Committee, the Commission on Homelessness, members of the City Neighborhood Councils, the Downtown Business District, City Department staff such as Housing, Police, OHA, City Senior Services, faith based organizations and the general public through public hearings, the Countywide CoC Alliance (which include: County Behavioral Health, Ventura County-Human Services Agency, County Probation, the County Sheriff's Department, County Public Health, County Chief Executive Office and the Cities of Oxnard, Ventura, Santa Paula, Thousand Oaks, and Simi Valley, unincorporated communities) and service providers: (The Society of St Vincent de Paul, Turning Point Foundation, Project Understanding, Khepera House, Ventura County United Way, The kingdom Center, Many Mansions, Community Action of Ventura County, The Salvation Army, OHA and the Housing Authority of the City of San Buenaventura.)

Also, the City works with agencies such as (1) Kingdom Center and the (2) Turning Point Foundation to operate emergency shelters for women with children and the mentally challenged persons respectively, (3) and Society of Vincent de Paul to operate an emergency winter warming shelter, in conjunction with the City of Ventura. In addition, homeless prevention and rapid rehousing services, including case management, are provided through the Ventura County Human Services Agency (VC-HSA).

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
CoC	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidences of homelessness.
OHA Agency Plan	OHA	OHA Plan present the program procedures related to Public Housing and Section 8 housing units. This will overlap with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA has set aside 15 homeless preference vouchers, received 36 VASH vouchers and applied for 10 additional VASH vouchers for the FY 2015-16.

Table 2 – Other local / regional / federal planning efforts

Narrative (optional)

The City will continue to coordinate and share ideas with residents, other local government entities, affordable housing providers, and social service agencies to maximize the effectiveness of planned activities, to expand the existing relationships with local jurisdictions through participation in sub-regional planning efforts such as the participation in the preparation of the regional Analysis of Impediments as well as the development of the regional ConPlan for the Ventura County and other cities within the County of Ventura. In addition, City staff regularly interacts with representatives from other cities through the C2G2 forum group to share ideas and achieve coordinated solutions to regional issues. The City also regularly distributes its federal HUD reports and public meeting announcements to local officials. City staff interacts with various nonprofit agencies and public service groups in the delivery of programs through its federal entitlement and other resources; assists these agencies in the planning, the development and budgeting of programs and projects, ensuring activity eligibility and costs, monitoring the internal controls for compliance with federal regulations and requirements, and monitoring the timely expenditure of annually allocated program funds. The City conducts desk review of invoices through receipts and payroll documentation; requires agencies to submit quarterly and annual reports to meet federal requirements, and periodically conducts on-site monitoring

reviews based on a risk assessment plan. For construction contracts, the City has engaged a consultant, Labor Compliances Providers, to provide labor compliance monitor and services.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The FY 2015-16 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings, conducted by City staff:

- 1) Two public hearings before City Council conducted by Housing Department staff;
- 2) Three workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations as well technical assistance from the community and agencies (services providers) through e-mails, phone conversations, and meeting;
- 3) All applications are reviewed by staff for eligibility and grants compliance, then recommended for funding to a Review Panel with seven members who are from the citizen advisory groups and City's Department staff;
- 4) Two scheduled workshop meetings conducted by Housing staff for sub-recipients awardees;
- 5) Others workshop and meetings handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meetings with other Citizen Advisory Groups (CAG): Parks, Recreation and Community Services Commission meetings (1/14/15 and 1/28/15), INCF (2/4/15), and Senior Services Commission (1/13/15 and 2/10/15), Commission on Homelessness (12/1/14, 2/5/15 and 3/2/15).

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Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received
Notice of Meetings 12/1/2014, 1/5/15 & 3/2/15	Commission on Homelessness	20-25 people at each meeting. Develop unmet needs for FY 2014-15 AAP	Set forth in comment letter from Chair of Commission submitted to Council dated January 12, 2015. At the meeting of March 2, 2015, the Commission designated a representative to serve on the Grants Application Review Panel.
Newspaper Ad on December 11, 2014.	City of Oxnard residents	Published Notice of First Public Hearing in VIDA newspaper (Spanish version) and Ventura County Star newspapers (English version)	Not Applicable
Notice of Public Hearings Flyers	Local government and businesses leaders	Mailed out 184 flyers to local government and agencies	Not Applicable
Television Broadcasting	Oxnard business and residents	Not Applicable	Not Applicable
Utility's Billings	Oxnard residents	Notice of Public Hearing printed on Oxnard Utilities billings.	Not Applicable
Needs Assessment Application Process January 13, 2015 & January 28, 2015	Senior population	Presentation to Senior Services Commission	Comments were about Homeless people damaging and loitering around public park bathrooms and gardens. Public and property safety is a concern. Assign a representative to be a part of the Grants Application Review Panel.

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Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received
First Public Hearing January 13, 2015	Oxnard residents and business organizations	50 people attended the public meeting and 12 citizens submitted speaker card for public comment, and one written comment was received	Public comments on: 1) Education and job training 2) Decreasing the homeless population in Oxnard 3) Helping low-income Oxnard residents utilities bills payment 4) Funding for Habitat for Humanity, Community Action, HMIS, mental health services, coordination with the V/A, 5) Filling HESG vacant positions 6) Concerns regarding Code Compliance program
Needs Assessment Application Process January 14, 2015 & February 10, 2015	Presentation to Oxnard's Parks, Recreation, and Community Services Commission	About 15 attendees	Comments on: (1) Review panel, (2) Assign a representative to be a part of the Grants Application Review Panel.
HUD regulations workshop- CDBG, HOME, and HESG grants.	Interested parties to apply for entitlement grants	37 people attended the CDBG grant training workshop, seven people attended HOME workshop and 10 attended HESG workshop	Questions about the CDBG national objective, 2010 Census 2010 LMI Areas map, and grant application process.
January 20, 2015 INCF meeting February 4, 2015	Oxnard residents	N/A	Assign a representative to be a part of the Grants Application Review Panel.

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AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City expects to receive \$ 2,884,196 from HUD for CDBG, HOME, and HESG grants, during the fiscal year 2015-16 for use to address the community needs. The total available resources for the three grants is \$3,034,196 detailed as follows:

	CDBG	HOME	HESG
2015-16 Entitlement	\$2,131,803	\$561,174	\$191,219
2015-16 Estimated Program Income	\$50,000	\$50,000	\$0
Reprogrammed Funds	\$0	\$100,000	\$0
TOTAL	\$2,181,803	\$711,174	\$191,219

The amount of Public Services is calculated following the format prescribed by HUD as follows:

Entitlement: $\$2,131,803 \times 15\% = 19,770$

FY 14-15 Program Income: $\$108,092 \times 15\% = 16,214$

as of March 2015

Maximum amount of Public Services \$335,984

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Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3			Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$
CDBG	Federal: HUD	Admin and Planning Housing Public Services Public Facilities Public Improvements	2,131,803	50,000	0	2,181,803
HOME	Public Federal	Administration Homebuyer assistance Homeowner rehab Multifamily rental Construction	561,174	50,000	100,000	711,174
The City's 2015 allocation from HUD for the CDBG grant is \$2,131,803. The estimated program income is \$50,000. The total amount for the available resources is \$2,181,803, distributed as follows: (1) Admin and Planning \$436,361, (2) Public Services \$335,984 and Direct Benefits (or Capital Items) \$1,409,458. The City's 2015 allocation from HUD for the HOME grant is \$561,174. Total amount of available resources is \$711,174, distributed as follows: (1) Administration \$56,117, (2) CHDO \$255,057 and (3) Projects \$400,00						

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3			Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$
HESG	public federal	Administration Financial Assistance Emergency Shelter Rapid re-housing (rental assistance) Rental Assistance Services Street Outreach	191,219	0	0	191,219
The City's 2014 allocation from HUD for the HESG grant is \$192,219. The total amount for the available resources is \$191,219, and is distributed as follows: (1) Administration \$14,341 (2) Projects \$176,878						

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Table 3 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Affordable Housing and Rehabilitation Division utilize various sources to leverage the federal funds received for our First-Time Homebuyer and Single-Family Rehabilitation programs. Specifically, our programs utilize required investment from homebuyers and homeowners, along with funding from the BEGIN program and the CalHome program. Combined, these meet and exceed the 25% match requirement of the HOME program. For FY 2015-2016 it is anticipated that property rehabilitation funds matching in the amount of \$500,000 from homeowners matching program and from the State grants for low-income homeowners. FY 2015-16 HESG funds will be leveraged and matched with not only federal funds awarded to other agencies, but also by state and local private funds raised by other entities as well. While the HESG mandated match is dollar-for-dollar, the overall leverage the City receives is approximately 7:1. Some of these sources include County of Ventura general fund (eviction prevention and rapid rehousing), Community Action of Ventura County (funds rising and donations), Kingdom Center (General Funds), and Turning Point Foundation general fund (emergency shelter for mentally ill individuals).

Federal funding and other income for Public Housing, Section 8 Rental Assistance and Capital Funds programs are expected to be as follows:

- Low-Rent Public Housing \$1,523,101 from HUD and 6,200,000 from other income.
- Section 8 \$17,308,944, including Veterans Affairs Supportive Housing
- Public Housing Capital Fund \$1,464,944
- ROSS and FSS \$216,190

CDBG does not require any matching funds.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has acquired title to a parcel of land located at First and Hayes. The land will be proposed to the City's certified CHDOs, through a competitive process, for the development of a new affordable housing development.

Discussion

Locally, state-wide and nationally, the traditional funding sources for housing and community development work will be in very limited supply for the foreseeable future. As the nation and the State of California move out of the effects of the recession and begin to experience economic growth and easing of national, state and local budget constraints jurisdictions may begin to see greater availability of housing funds to support local affordable housing construction and rehabilitation. This process will most likely take several years to occur. In the meantime, the City, as always, will continue to look for available public and private resources and creative ways to fund affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

The AP-20 Annual Goals and Objectives will be updated after Council's approval of Action Plan.

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AP-35 Projects – 91.220(d)

The development of FY 2015-16 AAP started with the first public hearing announcing of HUD's FY 2015 allocations of the three entitlement grants. Subsequently, three HUD regulations workshop- related to CDBG, HOME, and HESG grants were offered on January 20, 2015 to various interested organizations. The City received 33 grants applications which were reviewed for eligibility and completeness before they were forwarded to the Review Panel for funding recommendations. On March 3 and 4 of 2015, each applicant was invited to deliver a brief presentation to the review panel. Based on the directives given by HUD, the Review Panel, which is comprised of 3 City staff persons, a CoC Collaborative member, and 4 representatives of citizen advisory groups (CAG), two of which are members of the City's Commission on Homelessness, recommended the projects funding as follows:

1. Community Development Block Grant Proposed Projects recommended by the Review Panel

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Category	Activity Description	National Objective	Targeted Areas	Recommended Amount	Ratio of Investment	Requested Amount
<i>Administration</i>	Grants Management: Administration, Planning	Not Applicable	Not Applicable	436,361		436,361
		TOTAL ADMINISTRATION		436,361	1	436,361
<i>Rehabilitation</i>	Solar Panel Single Family Rehab Assistance-Subrecipient	LMH	LMA Neighborhoods	-		60,000
	Multi Family Rehabilitation Assistance	LMH	South Winds	-		100,000
	Single Family Rehabilitation Assistance-Subrecipient	LMH	City wide	164,224	0.12	164,224
	Single Family Rehabilitation Assistance	LMH	City wide	200,000	0.14	300,000
		Total Housing Rehabilitation		364,224		624,224
<i>Homebuyer</i>	First-Time Homebuyer Direct Assistance	LMH	City wide	125,000	0.09	200,000
<i>Housing Services</i>	Delivery Services for CDBG and HOME housing units	LMH	City wide	183,253	0.13	365,253
<i>New Construction</i>	Etting Road Apartment - Subrecipient	LMH	Cypress	-	-	1,425,347
Total Decent and Affordable Housing				672,477		2,614,824

Category	Activity Description	National Objective	Targeted Areas	Recommended Amount	Ratio of Investment	Requested Amount
<i>Code Enforcement</i>	Code Compliance for LMA Neighborhoods	LMA	Neighborhoods	200,000	0.14	200,000
	Job Training Center Rehabilitation	LMA		-	-	74,786
<i>Parks, Recreational, Public Facilities</i>	Walking Trail & Restroom	LMA	Southwinds	174,981	0.12	345,000
	Playground Replacement	LMA	Southwinds	350,000	0.25	350,000
	Street Humps	LMA	Pleasant Valley Neighborhood	12,000	0.01	512,000
<i>Street Improvements</i>	Alleyways					
	Reconstruction Phase III	LMA	LMA Neighborhoods	-	-	500,000
Total Suitable Living Environment (excluding Public Services)				736,981		1,981,786
TOTAL DIRECT BENEFITS				1,409,458	1	4,096,610

Category	Activity Description	National Objective	Targeted Areas	Funded Amount	Ratio of Investment	Requested Amount
<i>Youth Services</i>	Boxing	LMC	City wide	7,000	0.02	30,000
	Leadership Academy-Subrecipient	LMC	City wide	15,000	0.04	52,000
	Transitional Aged Youth-Street Outreach Subrecipient	LMC	City wide	-	-	54,380
	Recreational, Educational, Athletic, and Youth Enrichment Activities	LMC	City wide	49,669	0.15	100,000
	Journeyman Labor Apprentice Program	LMC	City wide	9,500	0.03	9,500
<i>Public Services (General)</i>	One Stop Day Shelter-Subrecipient	LMC	City wide	60,000	0.18	80,000
	Intensive Case Management Program-Subrecipient	LMC	City wide	50,000	0.15	80,000
	Colonia Gymnasium-Sport	LMA	LMA Neighborhoods	25,000	0.07	100,000
<i>Health Services</i>	Subsidized Care Program-Subrecipient	LMC	City wide	15,000	0.04	35,000
<i>Fair Housing Activities</i>	Fair Housing Services-Employee and Subrecipient	LMC	City wide	54,815	0.16	54,815
<i>Senior services</i>	Senior Technology Education Program	LMC	City wide	50,000	0.15	80,416
TOTAL PUBLIC SERVICES				335,984	1	676,111

LMI = Low and Moderate Income
 LMA = Low Mod Area
 LMC = Low Mod Limited Clientele

2. Homeless Emergency Solutions Grant (HESG)

Category	Activity Description	Agency Name	Recommended Amount	Requested Amount
<i>Administration</i> <i>HMIS</i>	Grants Management	City of Oxnard	\$14,341	\$14,341
	License Fees, System training	City of Oxnard	\$7,147	N/A
<i>Street Outreach</i>	Assistance to prevent homeless	St Johns Healthcare Foundation		\$10,000
	Essential Services	Community Action of Ventura County	\$44,731	\$40,000
<i>Homeless Prevention</i> <i>Rapid Re-Housing</i>	Financial Assistance	VC-HSA	\$22,000	\$22,000
	Financial Assistance	VC-HSA	\$33,000	\$33,000
<i>Emergency Shelter</i>	Emergency Assistance	St Johns Healthcare Foundation		\$15,000
	Women and Children Shelter	Kingdom Center	\$30,000	\$30,000
	Shelter for mentally ill	Turning Point foundation	\$40,000	\$40,000
TOTAL HESG			\$191,219	\$204,341

3. HOME Investment Partnerships (HOME)

Category	Activity Description	Agency Name	Recommended Amount	Requested Amount
<i>Administration</i>	Grants Management	City of Oxnard	\$56,117	\$56,117
<i>CHDO Set Asides</i>	Construction of Rental Units	Cabrillo Economic Development Corporation	\$255,057	\$658,829
	Homebuyer direct Assistance	City of Oxnard	\$200,000	\$200,000
<i>Housing Projects</i>	Single Family Rehabilitation	City Of Oxnard	\$200,000	\$200,000
TOTAL HOME			\$711,174	\$1,024,946

	CDBG	HESG	HOME	TOTAL
TOTAL A VAILABLE RESOURCES	\$2,181,803	\$191,219	\$711,174	\$3,034,196

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

This section will be updated after the 2015-16 AAP is approved by the City Council on April 28, 2015.

AP-60 Public Housing – 91.220(h)

Introduction

OHA currently administers 772 public housing units and over 1,800 rental assistance vouchers, plus 36 Veterans Affairs Supportive Housing vouchers. It is anticipated that the number of Public Housing units will decrease to 666 after the demolition of 106 units in the Colonia Village area, which has been approved by U.S. Department of Housing and Urban Development (HUD) for disposition. OHA will also continue to address needs of public housing residents through its Resident Services Program which offers a variety of services to families on-site including youth programs. OHA also operates a Family Self-sufficiency (FSS) program to public housing and Section 8 families which promotes homeownership and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions planned during the next year to address the needs in public housing

OHA's Agency Plan was certified for being consistent with the ConPlan and the AAP. OHA will receive \$1,464,944 from HUD for FY 15-16 Public Housing Capital Fund to carry out the following projects: (1) Felicia Court Parking Area Concrete - \$21,600; (2) Scattered Sites Flooring - \$340,080; (3) Palm Vista Closet Doors - \$150,000. Also, OHA submitted an application of \$12,000 CDBG grant funding to construct four speed humps located in the Pleasant Valley public housing project, within the census tract 004503, block group 01, with a LMI ratio of 89.78%. The speed humps are designed to provide traffic street safety to the public housing residents.

OHA will continue the relocation plan for 106 households through April 2015 for public housing residents of the 31-1 Colonia Village project in the preparation of the demolition of 260 public housing units and will start the phase I of the Court project construction in July 2015. In addition to the Court project, OHA in partnership with Las Cortes Inc. commenced the construction of the Terraza De Las Cortes project to provide 64 new affordable rental housing apartment units to very low-, low- and moderate-income families, and the project completion is scheduled for July 2015.

For the FY 2015-16, OHA proposed to set asides 15 vouchers to assist in ending the

homelessness in Oxnard.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

OHA has promoted homeownership by partnering with homeownership counseling agencies such as Cabrillo Economic Development Corporation (CEDC) and offer homeownership services to public housing families. In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households. Also, OHA received the recommendations of CDBG grant funds of \$9,500 to run and monitor the Journeyman Apprentice Program, which is designed to give the opportunity to five public housing residents to become self-sufficient and to break the chain of long-term unemployment. This project will promote the self-sufficiency program and help the residents to save money towards homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department are always looking for new resources to finance new housing development projects and will continue partnering with various developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City (the City), as with other jurisdictions across the country that receive federal funds for homeless assistance, is required to conduct a Point In Time Count (PIT) of homeless persons each year. While the 2015 PIT results are not available to us at this time, the results from 2014 revealed 379 known homeless persons who designated Oxnard as their home. Although this number is artificially low due to a reporting discrepancy and the Winter Warming Shelter being located in Ventura. Of the identified homeless persons, 187 were unsheltered adults, 3 in-tact families identified as chronically homeless, and 22 unsheltered families with a total of 43 unsheltered children. Also, of the 187 unsheltered homeless persons, 37 were women.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

- **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The one year goal and actions for reducing and ending homelessness for reaching out to and assessing individuals is to implement the regional Coordinated Assessment as directed by HUD. The pilot program began April 1, 2014. This system will allow agencies to provide immediate referrals to homeless persons both electronically and with hard copies. Additionally, certain information will be entered into the regional HMIS and clients can be tracked as they keep appointments and matriculate through the system towards ending homelessness.

- **Addressing the emergency shelter and transitional housing needs of homeless persons**

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights

out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

- **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidences of homelessness. However, the VC-HSA (HSA) utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidents of homelessness. OHA works in conjunction with the Veteran Administration to administer 36 vouchers housing for veterans under the VASH program. This program targets chronically homeless veterans.

- **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities,**

mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well a family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Finishing the job of ending chronic homelessness by 2015 through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning, implementation of a housing first approach (CDBG-RAIN child care program)
2. Preventing and ending homelessness among veterans by 2015 through a recent increase in permanent supportive housing beds, access to HUD VASH vouchers
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program (HESG-Rapid re-housing project, VCHSA-RAIN program) The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system. As a result, the number of chronic homeless, veterans, families, and youth has significantly decreased.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low and low income spectrum. Because of the high cost to develop housing for these populations, developers are choosing to pay the in-lieu fees instead of losing money. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability, then, can be required by State Law (such as preparing and adopting a General Plan and conducting environmental review), adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local

development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed.

Discussion

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k).

Introduction

The City will implement the goals and strategies of the ConPlan to achieve the other actions listed below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to implement housing and community development activities that meet the underserved needs in the community. The 2013-2017 ConPlan lists the following obstacles to meeting underserved needs as:

- Limited availability of funding from both federal, state and other sources;
- High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;
- Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;
- High rate of unemployment and foreclosures continue to strain the ability to meet affordable housing needs; and,
- Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups.

City staff will address the challenges of existing of existing and new obstacles in 2015 by focusing on the following programmatic and administrative areas:

- Staff will continue to research availability of future funding resources and will apply for grants for such funding when appropriate, aiming to leverage funding when possible.
- CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California.
- Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing.

Staff will continue to collaboratively work with the service provide community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

Please refer to AP 55 for discussion on the City-Affordable Housing's strategies and goals.

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. Furthermore, OHA has zero incidents or reports of a poisoned child or child with "Environmental Intervention Blood Lead Level"(EIBLL) from Public Housing tenants and/or Section 8 participants.

OHA staff provides a brochure related to lead based paint hazards to all new tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and the Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- OHA
- County of Ventura-Human Services Agency
- City's youth programs such After-School programs, Police Activities League programs, Colonia Gymnasium and Boxing programs...

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County CoC Council,

Housing Committee meetings.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the ConPlan. This could be from ongoing meetings, special meetings and/or task force.

Discussion

Other actions that the City will continue to implement for being in compliance with the federal regulations are as follows: **(1) Monitoring:** program, performance and financial monitoring; **(2) Environmental review:** each project is reviewed for National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental review for larger, more complicated, and time consuming projects; **(3) Labor Compliance Act:** the City has also contracted with Labor Compliance Providers (LCP) to review and perform the contract administration of all CDBG-funded construction projects; **(4) Section 3 Compliance:** this function is also performed by LCP; **(5) Procurement and Purchasing:** The City has its own procurement and purchasing policies managed by staff in the Finance Department; **(6) Citizen Advisory Groups:** Inter-Neighborhood Council Forum, Commission on Homelessness, Contracts Review Committee. In general, the City will continue to review and implement policies and procedures in compliance with the new Supercircular under Title 2 of the CFR, Part 200, issued by the Office of Management and Budget with an effective date of December 26, 2014.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

In addition to the 20% cap for Administration, the City also allocates 15% of FY2015-16 CDBG funds for community services. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements activities. In the event of an emergency (such as an earthquake, flooding, or hurricane) the City will cut the non-committed funds from all existing projects in order to fund the urgent need within the allowable range. However, the urgent need has to meet the following tests: (1) the existing conditions pose serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally within 18 months, (3) the City cannot finance the activities on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

To be updated after the approval of AAP by City Council.

Other CDBG Requirements

1. The amount of urgent need activities 0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this AAP. 100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

- **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Cal-Home funds were awarded in September 2012 for \$1,000,000 for acquisition/rehabilitation of single-family homes. The City will continue to market the availability of the acquisition/rehabilitation loan program in FY 2015-16. Each borrower will receive up to \$60,000 combined total for acquisition and rehabilitation of the house. This program will allow houses previously not eligible to be considered to be brought up to code and improve the neighborhood's appearance and quality of life.

- **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Please see Recapture and Resale Provision.

- **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

The City uses a promissory note secured by trust deed recorded by the Ventura County Recorder's Office to secure the recapture provisions.

Annually, staff sends a Certification of Owner-Occupancy, which requires a utility bill, mobile home space rental statement, and/or property tax or insurance bill confirming that the homeowner's name and address is the same as the property address. If non-owner occupancy or an unauthorized sale is reported, the homeowner is notified in writing and given time to cure; the report is also investigated by staff through other means to verify the allegation. If the homebuyer/homeowner does not cure the default, staff sends a follow up demand letter. In the case of a default of a senior lien on the property, staff sends a default letter for the HOME-funded loan along with a loan modification/foreclosure prevention advisory by the Ventura County District Attorney, which includes local HUD-certified housing counselor. Staff tries to work with the homeowner to have a positive outcome, if possible. Staff will attempt to or contact the lender to negotiate retaining the resale restriction agreement in place if the unit is an inclusionary unit for the City.

- **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City does not include refinancing of existing debt secured by single-family or multifamily housing that is rehabilitated with HOME funds as an activity that is considered for funding. For multifamily housing which may have multiple federal funding sources for assistance in the construction of the units, 24 CFR 92.206(b)(2)(vi) does not permit refinancing of any loans made or insured with federal funding, including CDBG funds.

MONITORING

City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, monitoring and site visits.

Resale Provision

To date the City has less than 26 units that are under this category.

A resale restriction agreement is used for a period of 20 years for HOME funds period of affordability for new construction. The resale restriction agreement contains the following provisions:

- Limits the ownership of the property to a homebuyer who is eligible and qualified as low income at the time of the sale who will occupy the property as a principle residence for 270 cumulative days within a calendar year.
- The purchase price is within an affordable housing cost affordable for a low-income household at approximately 80% of the area median income. The monthly housing cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household.
- The Owner may transfer the Home only to a Low-Income Family as described above for the entire period of affordability. Each successor in interest to the Owner shall acquire the only subject to the continuation of restrictions on the provided in the resale restriction agreement through an assumption agreement.

The resale price is the lower of two calculation methods:

1. Determined as the *affordable housing cost* for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, **whichever is lesser, but not less than the original price paid by homebuyer,**
or

2. Determination using a *CPI method* to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

Both calculations allow for the owner to receive a fair return on his investment on the property; however it does not guarantee a return of the investment in periods of declining real estate.

Improvements to the property would be for example changing the flooring type to another modest floor choice such as vinyl to laminate; laminate or ceramic tile countertops to concrete or quartz countertop, or energy efficient windows. Improvements are different from maintenance, even costly maintenance.

The amount of per unit CHDO Set Aside HOME Subsidy used in the development of the homeownership housing units which is an indirect subsidy may be converted at the end of the construction period to provide direct homebuyer HOME subsidy up to the amount that the HOME Homebuyer Down Payment Assistance limit of \$30,000. Any amount of indirect homebuyer subsidy and interest above the \$30,000 must be repaid by the CHDO to the City.

Violation of any of the terms of this agreement may result in foreclosure of the Deed of Trust.

Recapture Provision

The homebuyer activity that the City uses HOME funds for is the Citywide Homebuyer Down Payment Assistance Loan. During the period of affordability (which may be from 5 to 10 years) depending upon the amount used for gap financing, the City will recapture the entire amount of HOME funds as allowed in 24 CFR 92.254 (a)(5)(ii)(A)(1).

In the case of the Hacienda Guadalupe development, a CHDO set-aside HOME-funded

homeownership development, resale provisions were used. During the period of affordability which is 45 years because the redevelopment loan and the HOME loans were combined, a resale restriction agreement is used. The resale restriction agreement contains owner occupant requirements, annual reporting for verification, and formula for determining the resale value of the affordable housing unit for refinance or resale purposes which is based upon affordable housing cost, and when refinances or transfers are permitted. The affordable housing cost is based upon the definition of an affordable housing cost found in the resale restriction agreement and only permits the sale to an eligible and qualified low-income household.

The City uses a promissory note secured by trust deed and recorded with the Ventura County Recorder's office to secure the recapture provisions for the homebuyer down payment assistance programs.

Recapture Provisions

- If the homebuyer defaults or fails to satisfy requirements during the term of the loan, City will exercise its rights under promissory note and deed of trust to recover the loan provided with HOME funds to the maximum extent permitted by law.
- If the recapture provisions are triggered by a sale of the housing unit or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase "net proceeds" is defined as the sales price, minus the loan repayment of the first trust deed or superior liens (other than HOME funds) and any closing costs."
- The City will recover the entire HOME subsidy unless net proceeds do not cover the entire HOME subsidy; City will forgive unpaid balance per HOME regulations.
- Non-owner occupancy of a HOME –assisted homebuyer housing unit or where the homeowner does not use as a principal residence is due and payable immediately.

These policies only refer to HOME loans made directly to the homebuyer/homeowner but do not apply to homeownership units developed by Community Housing Development Organizations (CHDOs).

Homeless Emergency Solutions Grant (HESG)

Reference 91.220(l)(4)

1. Include written standards for providing HESG assistance (may include as attachment)

All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity.

2. If the CoC has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The CoC is implementing a pilot coordinated assessment as of April 1, 2014. Because it is only a pilot program the system's details will be provided at a later date.

3. Identify the process for making sub-awards and describe how the HESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- The City formally initiated the RFP by holding a public hearing to receive comments from the residents regarding the unmet needs. The HUD allocated funds and available are advertised in the regional newspaper, on the City's website and GATV, and emails and paper mail are sent to all existing and potential service providers.
- All interested agencies are invited to attend information workshop/application training on the process, which includes all deadline dates and times. Subsequent technical assistance is also offered to interested applicants.
- Interested agencies then submit their letter of interest, project overview and applications.
- The Review Panel, which is comprised of 3 city staff persons, a CoC Collaborative member, and 4 representatives of CAG. The Review Panel reviews all applications and makes award/funding recommendations. These recommendations are then submitted to the City Manager for final review and finally to the Mayor and City Council for approval.
- All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.

- The Mayor and City Council directs the City Manager and staff to move forward with final processing.
 - Then, the AAP will be submitted to HUD as part of the entitlement grants application (Form SF-424)
 - A subrecipient training workshop will be scheduled after the AAP submissions.
 - After HUD has executed the grant agreement between the City and HUD, staff prepares all subrecipient contracts and routes for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
 - Contracts are completed and services can begin July 1 (even if the contracts are executed after July 1).
 - All HESG contracts are two (2) year contracts, with the start date beginning on July 1 of the awarded grant year.
- 4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under HESG.**

The City meets the homeless participation requirement by having a homeless or a formerly homeless person serve on the City's Commission on Homelessness.

5. Describe performance standards for evaluating HESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG program funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individual homelessness, reduce the overall incidences of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, emergency shelter must be able to document placement of a minimum of 10% of the homeless households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50% of the

households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.

- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three (3) months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three (3) months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within fifteen (15) days of receiving service(s), and must be exited from the system within thirty (30) day of program completion or termination.

MINIMUM STANDARDS

Subgrantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty (30) days of executing the Program Year contract.

BUILDING AND HABITABILITY STANDARDS

Any building for which HESG program funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the following are a number of basic standards to ensure that shelter and housing facilities funded through the HESG programs are safe, sanitary and adequately maintained.

Discussion

The City will continue to develop and implement eligible activities using the three grants funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirement and the Uniform Guidance for Federal Awards:

1. In the area of CDBG grant, the City will continue to track the expenditures of all activities and projects which principally benefit low-income persons for compliance with the CDBG primary objective. In the past years, the City has maintained 100 percent as percentage of the overall benefit while the minimum required ratio is 70%. Also, with the scheduled monitoring of the rate of expenditures using the IDIS report PR 56, the City is in compliance with this requirement (the unspent amount of CDBG grant should be less than 1.5 time the program year entitlement amount) to avoid recapture of funds from HUD. In addition, the City us HUD monitoring handbook to monitor the subrecipients using different types of monitoring tools such as (1) desk monitoring of invoices, agreements, financial statements and reports and operations procedures, (2) site visit, (3) site observations (4) on-site monitoring and/or other methods (newspapers and grapevine)

2. Affordable Housing and Rehabilitation Division within the Housing Department, strives to comply with the HOME Final Rule by issuing new guidelines related to First Time Homebuyer and CHDO recapture and resale provisions as well as others new requirements. Staff continues to manage the activities with a very tight schedule to commit and expend the funds in order to deliver the proposed housing units through the First-Time Homebuyer, Homeowner Rehabilitation or CHDO programs.

3. Homeless Assistance Program continues to fund all the activities prescribed in the HEARTH Act and to follow the footsteps of other agencies to incorporate the Opening Doors strategies in the AAP toward the goal of reducing homelessness. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reducing and ending homelessness.

CITY OF OXNARD
FISCAL YEAR 2015-2016
ENTITLEMENT GRANT APPLICATION LISTING

REVIEW PANEL RECOMMENDATIONS TABULATION

Organization	Program Name	Name of Grant	Amount Requested	Recommended Amount
Cabrillo Economic Development Corporation	Corner of Pleasant Valley Road & Etting Road, Oxnard CA 93033	CDBG 15-DB	1,425,347.00	
Center for Employment Training	Job Training Center Capacity Expansion and Improvements	CDBG 15-DB	74,786.00	
City of Oxnard - Utilities Department	Alleyways and Speed Humps Reconstruction Project Phase III	CDBG 15-DB	512,000.00	12,000.00
City of Oxnard Housing Department	First Time Homebuyer Assistance	CDBG 15-DB	200,000.00	125,000.00
Affordable Housing and Rehabilitation	CDBG Targeted Multi-Family Rehabilitation Assistance	CDBG 15-DB	100,000.00	
City of Oxnard Housing Department	CDBG Single Family Rehabilitation Assistance	CDBG 15-DB	300,000.00	200,000.00
Affordable Housing and Rehabilitation	CDBG Housing Services	CDBG 15-DB	365,253.00	183,253.00
City of Oxnard Parks	Southwinds Park Play Structure Replacement	CDBG 15-DB	350,000.00	350,000.00
City of Oxnard Parks	Southwinds Park Walking Path & Restroom	CDBG 15-DB	350,000.00	174,981.00
City of Oxnard Police Department	Code Compliance	CDBG 15-DB	200,000.00	200,000.00
GRID Alternatives Greater Los Angeles	Qualifying Homes in the City of Oxnard	CDBG 15-DB	60,000.00	
Habitat for Humanity of Ventura County	Preserve a Home	CDBG 15-DB	164,224.00	164,224.00
Pacifics Clinics	TAY-Street Outreach	CDBG 15-PS	54,380.00	
City of Oxnard Recreation Services	PAL	CDBG 15-PS	100,000.00	49,669.00
City of Oxnard Recreation Services	Colonia Gymnasium	CDBG 15-PS	100,000.00	25,000.00
City of Oxnard Recreation Services	Colonia Boxing Gym	CDBG 15-PS	30,000.00	7,000.00
City of Oxnard senior Services Program	Senior Technology Education Program	CDBG 15-PS	80,416.00	50,000.00
City of Oxnard-Fair Housing Division	Fair Housing services Program	CDBG 15-PS	54,815.00	54,815.00
City of Oxnard-Housing Authority	Journeyman Laborer Apprentice Program	CDBG 15-PS	9,500.00	9,500.00
Community Action of Ventura County	Street Outreach	CDBG 15-PS	80,000.00	60,000.00
Livingston Memorial Visiting Nurse Association	Subsidized Care Program	CDBG 15-PS	35,000.00	15,000.00
Society of St Vincent de Paul	Intensive Case Management Program	CDBG 15-PS	80,000.00	50,000.00
The Foundation for Educationa & Employment Resources Development	Leadership Academy	CDBG 15-PS	52,000.00	15,000.00
County of Ventura Human Services	Homeless Prevention	HESG-15	22,000.00	22,000.00
County of Ventura Human Services	Rapid Re-Housing	HESG-15	33,000.00	33,000.00
St. John's Healthcare Foundation	Emergency Shelter	HESG-15	15,000.00	
St. John's Healthcare Foundation	Homeless Prevention	HESG-15	10,000.00	
Turning Point Foundation	Emergency Shelter	HESG-15	40,000.00	40,000.00
Community Action of Ventura	One-Stop Day Shelter	HESG-15	40,000.00	44,731.00
Kingdom Center	Emergency Shelter	HESG-15	30,000.00	30,000.00
City of Oxnard	HMIS	HESG-15		7,147
Cabrillo Economic Development Corporation	Etting Rd Apartments	HOME 15	574,653.00	170,881.00
Cabrillo Economic Development Corporation	Etting Rd Apartments	HOME 15	84,176.00	84,176.00
City of Oxnard Affordable Housing and Rehabilitation Division	First Time HomeBuyer	HOME 15	200,000.00	200,000.00
City of Oxnard Affordable Housing and Rehabilitation Division	Single Family Rehabilitation	HOME 15	200,000.00	200,000.00
TOTAL			6,026,550.00	2,577,377.00

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Scott Whitney, Interim Assistant City ManagerAgenda Item No. L-1Reviewed By: City Manager JMCity Attorney SMFFinance g

Other (Specify) _____

DATE: April 14, 2015**TO:** City Council**FROM:** Scott Whitney, Interim Assistant City Manager
City Manager's Office**SUBJECT:** License Agreement (# A-7770) with the Dallas Cowboys Football Organization for a Three-Year Agreement for a Training Camp at River Ridge Fields.**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a three (2015, 2016, 2017) year agreement with an additional three-year extension option with the Dallas Cowboys Football Organization for an annual training camp to be held at River Ridge Fields.

DISCUSSION

The City of Oxnard has hosted the Dallas Cowboys training camp at River Ridge Fields for the past three years. The City's previous three-year agreement with the Dallas Cowboys expired in 2014. This agreement is for three (3) years, beginning in 2015 and ending in 2017, with an additional three-year extension option. This three-year agreement with the Dallas Cowboys organization offers the City an opportunity to market the training camp event to residents and visitors, allowing the City to partner with one of the most storied sports franchises in the world.

The City of Oxnard not only offers the ideal weather but also complementary facilities to host sports training camp-type events. The Residence Inn by Marriott resides next to the City-owned River Ridge sports fields and this is the perfect mix for sports organizations looking for such a venue. The hotel facility provides housing and food service, while the City fields provide the sports practice amenities. In previous years, the agreement with the Cowboys was contingent on the City being able to secure the use of the vacant lot at the corner of Vineyard Avenue and Ventura Road. This contingency is no longer required. The City and Dallas Cowboys have agreed to instead use the City's vacant 9.1-acre lot which lies just northwest of the fields, along with a small portion of the River Ridge golf course, for parking and access. This will not have a significant impact on the golf course, as it will still be fully operational and open to the public.

FINANCIAL IMPACT

The Dallas Cowboys Training Camp brings a substantial number of visitors to the Oxnard area. According to a UCSB economic impact study, visitors spent approximately \$3.2 million on hotels, food, gasoline and entertainment as a result of the 2012 training camp. Approximately \$2.0 million of that was spent in Oxnard. The sales tax and hotel tax generated from that \$2.0 million was approximately \$50,000.

The UCSB report did not factor in the additional \$1.7 million spent by the Dallas Cowboys for the training camp, so the \$50,000 is a low estimate.

For the 2015 training camp, the City of Oxnard will incur approximately \$171,000 in unreimbursed expenses. Not counting the \$50,000 in taxes mentioned above, the City anticipates generating \$145,000 in direct revenue, for an estimated net cost of approximately \$26,000.

Attachment - #1 – License Agreement # A-7770

LICENSE AGREEMENT
(Dallas Cowboys Summer Training Camp)

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th of April 2015 by and between the City of Oxnard, a municipal corporation ("City") and Blue Star Operations Services, LLC ("BSOS").

WHEREAS, City is the Owner of certain land and structures consisting of two practice fields (the "Fields"), and an athletic building; and

WHEREAS, the City currently owns an approximately 9.5 acre vacant parcel located northeast of the fields, and understands that BSOS needs that area or a similarly located area (the "Parking/Marketing Area") to hold its Training Camp in Oxnard; and

WHEREAS, the City agrees to make available at no cost, an additional 1.6 acre (approximately) parcel which consists of the fairway of the 13th hole of the adjacent golf course.

WHEREAS, the City will obtain rights to or otherwise provide a Parking/Marketing Area either through a sub-license or through other means in order to ensure that BSOS has sufficient space for parking and marketing of its training camp; and

WHEREAS, the Parking/Marketing Area together with the Fields and the athletic building shall be collectively called the "Facilities", all depicted (the Parking/Marketing Area as presently contemplated) on the site plan attached hereto as Exhibit C and incorporated in full by this reference; and

WHEREAS, City desires to allow BSOS to use the Facilities to conduct BSOS training camp (the "Training Camp") for the next three years with an opportunity to extend Training Camp for an additional three years; and

WHEREAS, BSOS desires to use the Facilities for the Training Camp.

NOW, THEREFORE, City and BSOS hereby agree as follows:

1. USE OF THE FACILITIES

a. City hereby grants to BSOS an exclusive license to use and BSOS agrees to use the Facilities, subject to the terms of this Agreement. BSOS shall have the exclusive use of the Facilities and shall use the Facilities for the "Training Camp Window" (as defined

below) for 2015, 2016 and 2017. On or before February 15 of any given year, the City shall in writing notify BSOS that City has secured and will provide a Parking/Marketing Area, and shall describe the Parking/Marketing Area in detail sufficient to enable BSOS to determine whether it is suitable for BSOS purposes. On or before April 1 of any given year BSOS shall notify the City in writing of the dates it intends to use the Facilities that summer (the "Training Camp Window"). The Training Camp Window (which will include set up and break down) will be at least 18 days but no more than 40 days. The exclusivity will only last as long as the Training Camp Window in any given year.

b. This agreement may be extended for an additional three years (2018, 2019, and 2020), upon mutual agreement by both parties, on the terms set forth in this Agreement. BSOS shall provide a written request for extension to the City of Oxnard on or before April 1, 2018.

c. Other than a material breach by either party of this Agreement or as otherwise set forth herein, the only early termination option shall be as follows. BSOS, in its discretion, may terminate this Agreement upon 30 days written notice if:

i. The City cannot provide a Parking/Marketing Area commensurate with the area provided for the 2015 Training Camp (or otherwise satisfy BSOS parking and marketing needs); or

ii. BSOS terminates its Hotel Agreement with the Residence Inn at Oxnard.

iii. If this Agreement is terminated pursuant to Paragraph 1.c.i or 1.c.ii, above, neither party shall be entitled to compensation or recovery of damages from the other party.

d. Upon execution of this Agreement and for the years thereafter, the Parties will, in good faith, discuss various other training camp alternatives and infrastructure improvements for BSOS Training Camp.

e. The Residence Inn by Marriott River Ridge Hotel has legally assigned access and use of the hotel tennis courts to BSOS for the duration of the training camp agreement. BSOS along with the City agree to mutually coordinate and agree upon the "VIP" visitors access areas on the fields in a manner so as to provide access to both BSOS' and City's guests. BSOS and City shall also mutually agree upon the terms, conditions and area for the "VIP" visitor access area within the Residence Inn by Marriott River Ridge Hotel tennis courts and VIP parking area in a manner so as to provide access to both BSOS' and City's guests.

2. ALTERATION OF THE FACILITIES, UPDATES, AND MAINTENANCE.

a. Except as otherwise provided for in this Agreement, BSOS shall not make any

alterations to the Facilities or any part thereof, or change the appearance of the Facilities without the prior written consent of the City Manager or designee ("Manager"). Any alterations to the Facilities, except for portable furniture and trade Fixtures, shall become at once a part of the realty of the Facilities and shall, at the termination of each Training Camp Window, belong to City.

b. Any alterations to the Facilities shall conform to the requirements of all federal, state, and local laws and conform to the reasonable rules and regulations of City.

c. If Manager approves BSOS' request to make any alterations or attach fixtures to the Facilities, then City may require that any such alterations or fixtures be removed prior to termination of each Training Camp Window. Any removal of alterations or fixtures shall be at BSOS' sole cost and expense and accomplished in a good and professional manner. Any damage caused by such removal shall be repaired at BSOS' sole cost and expense.

d. The Facilities will be provided to BSOS in the same condition, reasonable wear and tear excepted, as the Facilities were at the commencement of occupancy by BSOS in July, 2010.

e. (1) Once Training Camp has commenced, City will maintain the Fields (including but not limited to watering, replacing sod, mowing, striping, groundskeeping, lining and preparing the Fields for practice by experienced groundskeepers) to BSOS' reasonable requirements. The cost and expense of such maintenance shall be shared fifty percent (50%) by BSOS and fifty percent (50%) by City.

(2) City acknowledges that the condition of the Fields is a material inducement to BSOS entering into this Agreement, and the failure to prepare the Fields as described above and using the 2010 training camp field condition as the bench mark for this agreement will allow BSOS to terminate this Agreement by written notice describing the field preparation breach and receive a refund of all amounts previously paid to City in connection with the Training Camp Window in question. Such refund shall be the sole remedy in damages for failure to satisfy City's obligation under this subparagraph.

(3) The City and BSOS will each have responsibilities concerning equipment and facilities as set forth in Exhibit A.

f. (1) City agrees that BSOS shall have the right to hang banners, signs, and other similar materials ("materials") advertising its sponsors, provided same shall not advertise any alcoholic beverage (except beer and wine), tobacco products, or illegal or immoral products. BSOS shall pay the costs of producing and installing such materials and shall remove them prior to the end of the annual Training Camp Window.

(2) City shall have the right to place three (3) banners advertising Training Camp sponsors of City or City amenities. City agrees none of such sponsors shall be a competitor of any of BSOS' sponsors. City's banners shall not exceed three feet by ten feet.

(3) City shall retain any funds received from City's Training Camp sponsors related to the three (3) City sponsors' banners. Such banners of City and its sponsors shall be of the same size and quality as the banners for BSOS' sponsors and shall be placed in locations designated by BSOS, but in comparable locations to BSOS' sponsors' banners.

g. City shall erect perimeter and interior sports fence panels in and around the Fields at a cost and expense shared fifty percent (50%) by the City, and fifty percent (50%) BSOS. This includes fencing to delineate the marketing area ("Midway") and to delineate infield fencing for "autograph alley" and "VIP" fields areas. BSOS at their sole cost and expense shall erect any security fencing within the Residence Inn by Marriott River Ridge hotel property.

h. City shall, at its sole cost and expense, provide bleachers at the fields, for a minimum of 2,000 fans during Training Camp. BSOS shall provide bleachers for 1,000 fans at training camp, at its sole cost and expense.

3. **DESCRIPTION OF USES/TIMES.**

a. City grants BSOS the use of the Facilities for the conduct of its Training Camp as typically conducted, the sale of souvenirs, BSOS Experience and any other lawful use which is not a nuisance.

b. BSOS may use the Facilities twenty four (24) hours a day, seven days a week during the Term.

c. Beginning with the first day of the Training Camp Window, City agrees to make available reasonable storage space either at the Facilities or elsewhere in City for certain BSOS equipment to be used at Training Camp.

d. City agrees to make best efforts to secure permits and permissions to allow BSOS to do remote activations with mobile units (e.g. Merchandise Trucks, Hall of Fame trailer, etc) at the following locations:

- The Collection
- Downtown Oxnard
- Marine Emporium Landing

4. **EVENT STAFF.** City shall provide the following event staff volunteers at the Facilities:

a. At each practice session:

(1) One (1) event staff person for each fifty (50) fans in attendance, but no less than twenty event staff persons.

(2) No less than ten (10) or more than twenty (20) parking attendants and traffic controllers.

(3) No less than two (2) miscellaneous event staff persons to be dispatched to locations designated by BSOS.

b. All event staff shall report to their stations at least one (1) hour before each practice session and shall remain on duty until one (1) hour after the conclusion of each practice session. At least three event staff shall report to BSOS training camp designee two hours before each practice session.

c. If requested to do so by BSOS, City will conduct a training session for all such event staff during the week prior to the commencement of team practices, with the assistance and input of BSOS Training Camp designee.

d. All volunteer event staff and parking attendants/traffic controllers shall receive a t-shirt designating them as such to be supplied by BSOS at no cost to City. At least once during each training camp year, BSOS shall host a volunteer appreciation event to be determined by mutual agreement between the City and BSOS.

5. **SECURITY STAFF AND POLICE OFFICERS.**

a. BSOS and City shall mutually in good faith confer and attempt to agree on the number of persons, hours, and locations of armed, uniformed police officers providing security at the Training Camp sessions. The final determination concerning the appropriate number of police officers shall be made by the City, acting reasonably, in consideration of the health, safety, and welfare of the public. City agrees to pay the costs of police officers.

b. BSOS agrees to select and manage the staff of a private security company to provide security at the Training Camp sessions.

c. BSOS and City agree that at least one security person shall be on the Facilities for 24 hours each day.

d. BSOS agrees to pay the costs of the security staff. Security staff shall be at a reasonable level using the 2014 Training Camp as a benchmark.

6. **LIMITS ON BSOS' USE.** BSOS shall not use or permit the Facilities or any part thereof to be used for any purpose or purposes other than the express purpose or purposes for which the use of the Facilities is granted to BSOS in this Agreement.

7. **PROHIBITED ITEMS AT THE FACILITIES.** BSOS shall not sell or permit to be kept, used, displayed, or sold in or about the Facilities any:

- a. Article that may be prohibited by standard forms of fire insurance policies;
- b. Alcoholic beverages (except where permitted);
- c. Tobacco products;
- d. Firearms or weapons listed in Section 16590 of the California Penal Code; or
- e. Illegal narcotics or drugs as defined in the California Penal Code.

8. **TICKET BOOTHS, PROGRAMS, CONCESSIONS, SOUVENIRS.**

- a. City hereby grants to BSOS the right to operate ticket booths, program sales locations and souvenir stands within the Facilities.
- b. City shall retain all revenues from the sale of concessions generated by local high school district organizations and other charitable organizations at the Training Camp sessions. BSOS agrees that City may share such revenues with any public or private organizations at City's discretion. BSOS shall retain all revenues from the sale of concessions generated by sponsors.
- c. BSOS, at their sole cost and expense, may erect on the Facilities: (1) a mini-theme park called "The Dallas Cowboys Experience" including inter-active activities and other Cowboys-related events, including a "Hall of Fame"; (2) souvenir booths for the sale of Cowboys-related merchandise; (3) tents and other structures for entertainment of its sponsors; and (4) media tents and structures, and (5) upon the parties mutual agreement, a Legends Hospitality Food Truck. BSOS will be responsible for staffing such areas and the removal of same prior to the end of the Term. BSOS agrees that City is not liable for the damage, loss, theft, or destruction of any item displayed in the "Hall of Fame." BSOS agrees to obtain all Ventura County and City permits required for the operation of such areas with the reasonable cooperation of City.
- d. City shall make reasonable efforts in identifying interested businesses throughout the City that will allow BSOS merchandise truck to use locations to sell BSOS merchandise.
- e. BSOS agrees that City through local youth nonprofit organizations shall manage "The Dallas Cowboys Experience." BSOS agrees that City may charge a fee not to exceed \$5.00 for admission to "The Dallas Cowboys Experience" which fees will be retained by the nonprofit.

f. BSOS agrees that City may charge a fee for parking on the Facilities. City shall be solely responsible for management and control of such parking. City shall receive 100 percent (100%) of the parking revenues.

g. BSOS agrees City may authorize and operate food concessions (including the Legends Hospitality Food Truck, if available and mutually agreed upon). Manager may authorize the local high school district organizations and other charitable organizations to operate concession stands and other food concessions. Such concessions must all be approved by the Manager.

h. City agrees to cause concession vendors to use Pepsi and Dr. Pepper soft drink products and Deja Blue water products. City may purchase such products from vendors it chooses in its sole discretion.

i. BSOS shall retain one hundred percent (100%) of revenues generated by BSOS' use of the Facilities, including the sale of BSOS and National Football League merchandise during the term of this Agreement (which shall be wholly retained by BSOS).

j. BSOS agrees that the City may advertise and market the training camp event in conjunction with the Oxnard Chamber of Commerce and the Oxnard Convention & Visitors Bureau through the use of various media methods. City agrees that BSOS may, at its discretion, create, market and merchandise a training camp logo each year which incorporates the City of Oxnard name and logo in conjunction with BSOS logo and/or name.

9. **NO SMOKING.** BSOS agrees that smoking shall be prohibited at the Facilities during the Term of this Agreement.

10. **STANDARDS OF QUALITY.** During BSOS' use of the Facilities, BSOS shall use reasonable efforts to maintain the highest degree of standards of quality of products. BSOS and its representatives, agents, servants, employees and assigns shall at all times be courteous, polite, and shall not engage in what would be universally considered offensive conduct.

11. **MAINTENANCE AND REPAIR.**

a. City shall keep and maintain the Facilities in a good, neat, clean and orderly condition and state of maintenance and repair. Such maintenance and repair shall be at a reasonable level using the 2010 Training Camp as a benchmark for maintenance. Without limiting the generality of the foregoing, maintenance and repair shall include all equipment or facilities serving the Facilities, such as walls (interior or exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, about, or adjacent to the Facilities. City shall be responsible for fifty percent (50%) of the cost of such maintenance. BSOS shall be responsible for fifty percent 50% of the cost of such maintenance. Cost of maintenance shall be determined based on actual cost of material and contract labor and the "loaded" payroll

rate for City employees. Notwithstanding the above, BSOS shall be responsible for any repair cost caused by the gross negligence or intentional misconduct of its Players or its employees.

b. City's routine maintenance and repair shall include on a daily basis the removal of debris from the bleachers, walkways and Fields following practice sessions, cleaning of the bleachers, cleaning public restrooms, the athletic building (after each practice session), and ticket booths. Trash will be picked up from the bleachers area and midway after each practice session and from the entire Facilities at the end of each day, and disposed of.

12. **BSOS EVENTS AND DONATIONS.**

a. BSOS agrees to cooperate with City in planning and conducting one (1) free cheerleading clinic. City will be responsible for providing reasonably adequate security for such event only when conducted at the Facility, BSOS and City shall mutually and reasonably agree to the terms, conditions, date and time of this clinic.

b. At City's discretion, The Gene and Jerry Jones Foundation shall annually donate Ten Thousand U. S. Dollars (\$10,000.00) to a charity of City's selection or BSOS shall donate Ten Thousand U. S. Dollars (\$10,000.00) in school supplies to local schools. These will be mutually exclusive options.

c. BSOS shall, at its sole cost, provide lunch and memorabilia to punt, pass and kick contest winners. BSOS and City shall mutually and reasonably agree to the terms, conditions, dates, and times of such contests.

d. City and BSOS agree to provide lunches to event staff volunteers on each day of the Training Camp. City agrees to pay fifty percent (50%) and BSOS agree to pay fifty percent (50%) of the cost of such lunches.

13. **REPRESENTATIVES OF CITY AND BSOS.** City hereby designates Manager as the person responsible for administration of this Agreement. Unless otherwise notified by BSOS, BSOS hereby designate Jason Cohen as the persons responsible for administration of this Agreement and Training Camp.

14. **AMPLIFIED SOUND SYSTEM.**

a. BSOS agrees that any amplified sound system will be used in a manner that minimizes the impacts of sound from BSOS' use of the Facilities on the neighborhoods surrounding the Facilities.

b. BSOS' use of the Facilities shall not violate City's sound regulation ordinance.

15. **RESPONSIBILITIES OF CITY.**

a. City agrees to reasonably cooperate with and assist BSOS to enable BSOS to

accomplish BSOS' responsibilities as set forth in this Agreement.

b. City shall reasonably assist BSOS with hotel reservations, including pricing, and obtaining other business opportunities in Oxnard.

c. City shall reasonably assist BSOS to obtain approval from the Point Mugu Naval Base for BSOS charter airplane to land at such base as required.

d. City shall coordinate bringing in food trucks for concessions in addition to the High Schools providing food in the tents.

e. City shall secure such permits necessary and allow BSOS to set-up a "Beer Garden" next to one of the VIP areas. City and BSOS shall mutually agree to a profit sharing structure on such profits, costs and expenses.

f. The "Beer Garden" shall be subject to the following terms and conditions:

(1) If deemed necessary, sales of alcohol may be terminated by the Chief of Police or designee.

(2) Purchase of alcoholic beverages shall be limited to (2) two per customer per transaction.

(3) During all hours of sales, at least one (1) licensed, bonded, uniformed security guard shall be stationed at each alcohol sales stand/service area.

(4) Sales/service of alcoholic beverages shall cease at the end of the scheduled conclusion/close of event.

(5) Consumption of alcoholic beverages shall be allowed only within the designated or fenced area of the event venue and no person will be allowed to enter or leave the designated area with any container of alcoholic beverage. No persons under the age of 21 shall be allowed in any such areas designated exclusively for the service and consumption of alcoholic beverages. The designated area shall be adequately enclosed/surrounded to the satisfaction of the Police Chief or designee.

(6) No alcoholic beverages shall be sold to any obviously intoxicated person or to any person under age 21. Minors shall not consume alcoholic beverages at this event regardless of how the alcohol was obtained. (B&P sections 25602(a) and 25658(a) and Oxnard City Code 7-148.3).

(7) Servers shall not consume alcoholic beverages during their shift and shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs, or controlled substances.

(8) No persons under the age of 21 shall sell or serve alcoholic beverages, nor shall they be present at any time in the booth where alcoholic beverages are being sold/served.

(9) All persons engaged in or assisting with the sales or service of alcoholic beverages (regardless of whether they are stationed inside the sales booth or not) shall complete an approved course on Responsible Beverage Service (RBS) prior to working in the alcoholic beverage sales booth. RBS certification is valid for three years from date of training or as indicated on the certification card.

- g. City shall make reasonable efforts to assist BSOS in obtaining use of Oxnard High School fields for DCC kid's camp and football camp
- h. City shall encourage the Oxnard Convention and Visitors' Bureau to use the billboard on Highway 101 heading to camp for advertising
- i. City shall coordinate police escort upon team arrivals and departures to and from Point Mugu and/or the Oxnard Transportation Center.
- j. Provide overflow parking, as well as shuttle service for transportation to and from the overflow parking.
- k. In addition to its other responsibilities, City agrees at its sole cost and expense,

to:

(1) Except as provided for below in subparagraph 15.k.(2), pay for all electrical, gas, water, and sewer utility charges at the Facilities.

(2) Provide parking and labor, materials and supplies to provide electrical service for media trucks, office and storage trailers, and exercise equipment in an area to be mutually agreed upon by City and BSOS. The cost of such labor, materials, supplies and electrical service shall be paid by BSOS.

(3) Deliver to and from the Facilities work-out equipment from local high schools consisting of blocking sleds and other items reasonably requested by BSOS. BSOS shall reimburse the reasonable value to the provider of any such work-out equipment damaged, lost, stolen or destroyed while in the custody or control of BSOS.

16. **PERMITS, LICENSES, CERTIFICATES.** BSOS, at BSOS' sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with BSOS' use of the Facilities under this Agreement,

including, if required by law, a business license from City. City will fully cooperate with BSOS in acquiring such permits, licenses and certificates.

17. **DISCHARGE OF CLAIMS, LIENS AND TAXES.**

a. BSOS shall discharge or provide for the discharge of all claims that BSOS may have authorized or incurred for labor, materials and supplies furnished for or in connection with the Facilities and pay all taxes, assessments or other governmental charges lawfully levied or assessed upon or in respect to its use of the Facilities or any part thereof or upon any of its revenues therefrom, except taxes otherwise payable by City.

b. BSOS agrees to keep and shall keep the Facilities free and clear of any mechanic's or materialmen's lien or other liens of any kind or nature for any work done, labor performed, or materials or supplies contracted for by BSOS.

18. **INDEMNITY.**

a. City agrees to indemnify and hold harmless BSOS, its officers, affiliates, owners, directors, partners, agents and employees from and against any and all claims, demands, obligations, causes of action (including pre-lawsuit court orders), losses, lawsuits and all other damages, liabilities (determined by verdict, judgment or good faith settlement of a claim), fines, judgments and reasonable costs and expenses associated therewith (including the payment of reasonable attorney fees and disbursements) of defending a claim of liability (together "Losses") to the extent such Losses arise out of: (1) the City's performance of services or actions taken by City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and warranty herein; and (3) the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement. The obligations to indemnify contained in this section shall survive the expiration or termination of this Agreement. For the avoidance of doubt City will hold BSOS, Dallas Cowboys Football Club, Ltd., Pro Silver Star, Ltd., Cowboys Stadium, L.P., Dallas Cowboys Merchandising, Ltd., and their officers, affiliates, owners, directors, partners, agents and employees (the "Released Parties") harmless (and will not sue any named entity herein) in connection with any injuries or Losses suffered by City in connection with this Agreement (and its performance under this Agreement) provided, however, this release and hold harmless shall only apply to the extent such Losses arise out of: (1) the performance of services or actions taken by City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and warranty herein; and (3) the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement.

b. To the fullest extent permitted by law, BSOS shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Cowboys Training Camp, the Dallas Cowboys Experience, or the sale of tickets or concessions; (ii) BSOS' use of the Facilities for the purposes set forth herein; or (iii) BSOS performance or nonperformance of this Agreement. Liabilities subject to the duties to defend

and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

c. The duty to defend is a separate and distinct obligation from BSOS' duty to indemnify. BSOS shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, immediately upon tender to BSOS of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve BSOS from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if BSOS asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, BSOS may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

d. This Section shall survive the termination of this Agreement and the license granted hereunder. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.

19. INSURANCE.

a. BSOS shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit B attached hereto and incorporated in full herein by this reference, issued by a company reasonably satisfactory to the Risk Manager, provided that such insurance coverages shall have limits of Five Million U.S. Dollars (\$5,000,000) for general liability and One Million U.S. Dollars (\$1,000,000) for automobile coverage.

b. BSOS shall, prior to performance the start of each Training Camp Window, file with the Risk Manager evidence of insurance coverage as specified in Exhibit B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit B.

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

d. In addition to all other City requirements, all endorsements must contain the following identification information: the policyholder, the insurer, the date of issuance, the policy number, and the identification of the authorized agent.

20. PAYMENT OF ESTIMATED EXPENSE. On or prior to the first day of each

year's training camp, BSOS will pay to the City the sum of \$25,000 for a two (2) week training camp, or \$50,000 for a three (3) week training camp, or \$75,000 for a four (4) week training camp, which represents a good-faith estimate of the total sum to be paid to the City under this Agreement. At the conclusion of training camp, City will provide BSOS with a final reconciling invoice. Payment of the amount shown on the invoice minus the specified prepayment shall be made within 120 days of the last day of training camp. In the event that the good-faith estimates set forth above exceed the actual costs due pursuant to the Agreement, City will refund the overage to BSOS in a timely manner.

21. **CITY NOT A BAILEE.** BSOS understands and agrees that City does not in any way purport to be a bailee hereunder and provided City provides the security services provided under Paragraphs 4 and 5 above, is in no way responsible for BSOS' lost, stolen, or damaged property unless City or its agents take possession of BSOS' property.

22. **INDEPENDENT CONTRACTOR; ADMINISTRATION OF PERSONNEL.** City shall not have any control over the manner, mode, or means by which BSOS, its agents, subcontractors, subconsultants or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of BSOS' employees, agents, subcontractors, subconsultants, or Players or in fixing their number, compensation or hours of service. BSOS shall perform all services required herein as an independent party of City and shall remain at all times as to City a wholly independent party with only such obligations as are consistent with that role. BSOS shall not at any time or in any manner represent that BSOS or any of its employees, agents, subcontractors, subconsultants or Players are employees, agents, subcontractors or subconsultants of City. City shall not in any way or for any purpose become or be deemed a partner of BSOS in any business or otherwise or a joint venturer or a member of any joint enterprise with BSOS.

All BSOS' employees who perform services in conjunction with or for City pursuant to this Agreement shall remain employees of BSOS and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any BSOS personnel performing services hereunder. As used in this Agreement, the term "employees" includes but is not limited to players on BSOS' football team.

23. **CONFLICT OF INTEREST.** No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested in violation of any State Statute or regulation. BSOS warrants that BSOS has not paid or given and shall not pay or give any third party any money or other material consideration for obtaining this Agreement.

24. **ASSIGNABILITY OF AGREEMENT.** The experience, knowledge, capability and reputation of BSOS, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, sublet, hypothecated or otherwise transferred voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City.

25. **SUCCESSORS AND ASSIGNS.** City and BSOS agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, Administrators, successors and assigns of City and BSOS.

26. **FAIR EMPLOYMENT PRACTICES.**

a. BSOS agrees that all persons employed by BSOS shall be treated equally by BSOS 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 anti-discrimination laws of the United States of America, the State of California, and City.

b. BSOS agrees that, during the performance of this Agreement, BSOS and any other parties with whom BSOS 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. BSOS 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. BSOS shall provide City staff with access to and, upon request by Manager, provide copies to Manager to all of BSOS' records pertaining or relating to BSOS' employment practices, to the extent such records are not confidential or privileged under State or federal law.

27. **FORCE MAJEURE.** City and BSOS agree that neither City nor BSOS shall be responsible for delays or failures in performance resulting from acts beyond the control of City or BSOS. These acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other natural disasters.

28. **SURRENDER OF POSSESSION.**

a. BSOS agrees to yield and deliver peaceably to City the possession of the Facilities promptly at the end of each Training Camp Window and on the date of termination

of this Agreement, whether termination is for cause, expiration or otherwise.

b. Except as otherwise provided in this Agreement, BSOS shall have the right at the end of or during any Training Camp Window to remove its equipment, supplies, furnishings, inventories, removable fixtures and other personal property from the Facilities at BSOS' own expense and without damage to the Facilities. If BSOS fails to remove this property on or before the Training Camp Window, City may remove this property to a public warehouse for deposit or retain the property in City's own possession and sell the property at public auction. The proceeds of which shall be applied first to the expenses of removal, storage and sale, and second, to any sums owed by BSOS to City, with any balance remaining to be paid to BSOS. If the expenses of this removal, storage, and sale shall exceed the proceeds of sale, then BSOS shall pay this amount to City upon demand.

c. No agreement of surrender or acceptance of surrender of possession of the Facilities shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of City and BSOS. Except as expressly provided in this Paragraph, neither the doing of, nor omission of, any action or thing, by any of the officers, agents, or employees of City shall be deemed an acceptance of surrender of possession of the Facilities.

29. **TIME OF ESSENCE.** City and BSOS agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

30. **COVENANTS AND CONDITIONS.** City and BSOS agree that each term and each provision of this Agreement to be performed by City and BSOS shall be construed to be both a covenant and a condition.

31. **GOVERNING LAW.** City and BSOS agree that the construction and interpretation of this Agreement and the rights and duties of City and BSOS hereunder shall be governed by the laws of the State of California.

32. **COMPLIANCE WITH LAWS.** BSOS agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to this Agreement and during all operations of the Facilities conducted by BSOS.

33. **SEVERABILITY.** City and BSOS 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.

34. **WAIVER.** City and BSOS agree that no waiver of a breach of any provision of this Agreement by City or BSOS shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of City or BSOS 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.

35. **COUNTERPARTS.** City and BSOS agree that this Agreement may be

executed in two or more counterparts, each of which shall be deemed an original.

36. **AUTHORITY TO EXECUTE.**

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

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

37. **NOTICES.**

a. Any notices to BSOS may be delivered personally or by mail addressed to Blue Star Operations Services, LLC, Attention: Jason Cohen, General Counsel, One Cowboys Center, Irving, Texas 75063.

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

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

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

CITY OF OXNARD

BLUE STAR OPERATION SERVICES, LLC,

Greg Nyhoff,
City Manager

David Frey
its: CFO

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Exhibit A
LIST OF ITEMS AND RESPONSIBILITIES

A. City Items:

1. Provide two (2) sixty-foot high scissor lifts at the Fields.
2. Ensure all doors are securely closed and locked as needed.
3. Pavement throughout the entire length of the midway

B. BSOS Items:

1. Provide and install trailers and portable buildings and pay for custodial service for such buildings.
2. Provide and install a forty-foot high scaffolding tower at the Fields, if needed by BSOS.
3. Provide by purchase or service contract two (2) industrial washers, capable of washing fifty pounds of laundry, and two industrial dryers, capable of drying seventy-five pounds of laundry, if needed by BSOS.

Exhibit B – Insurance Coverages

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITH AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including Contractual 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 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. 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.

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit B. 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 occupation of the premises. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit B 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 coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

7. All insurance standards applicable to lessee shall also be applicable to lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees 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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

B.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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$5,000,000 PRODUCTS COM/OP AGG \$5,000,000 PERSONAL & ADV. INJURY \$5,000,000 EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any on. fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Property insurance against all risks of loss to any tenant improvements or betterments				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

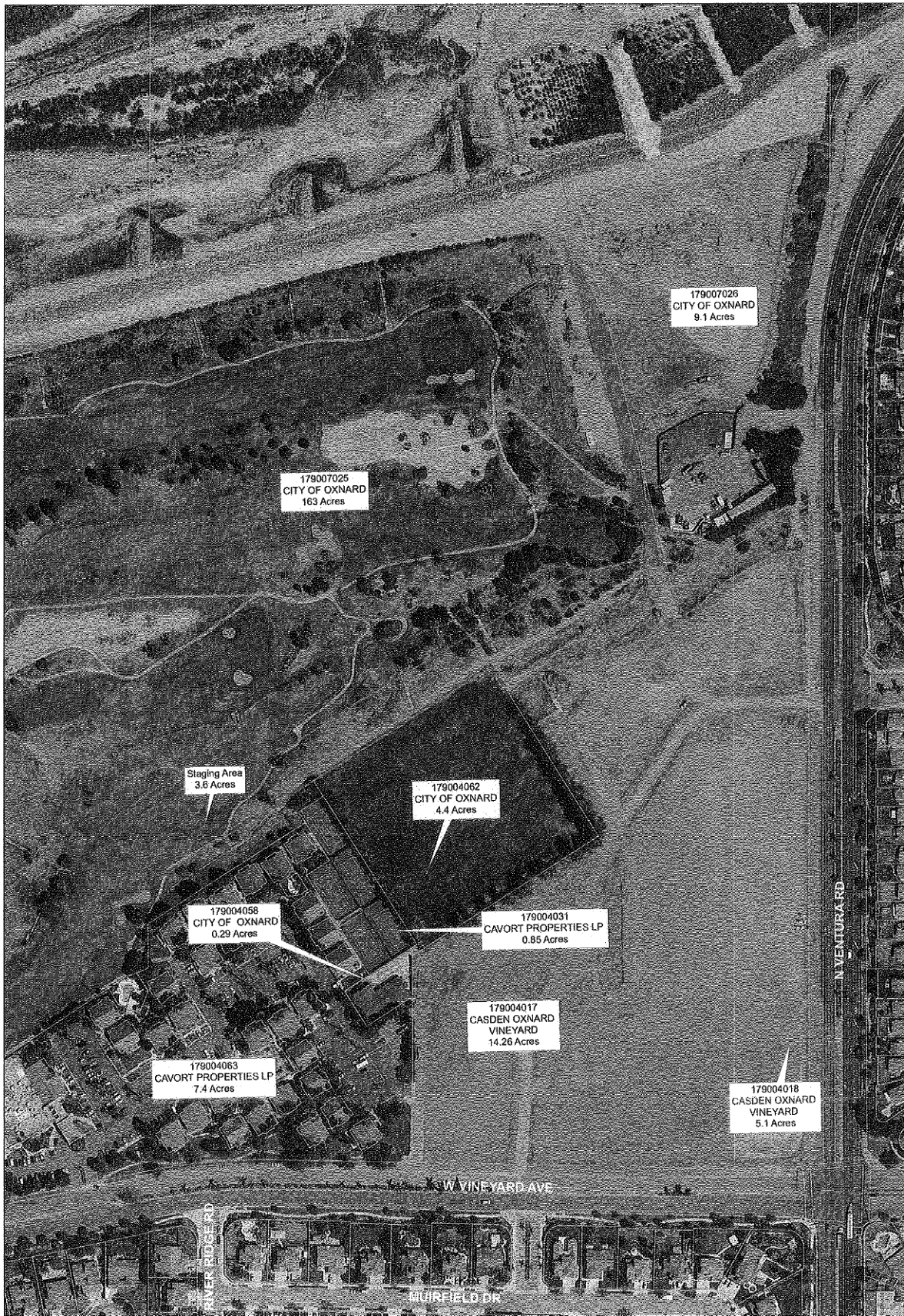
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "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 \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)								
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE									
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; font-size: small;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="font-size: x-small; text-align: center;">EACH OCCURRENCE</th> <th style="font-size: x-small; text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____							



Legend

- Staging Area
- Parcels

Site Map

This map is compiled by the City of Oxnard GIS Program. It is not intended to be used for legal purposes. The City does not warrant the accuracy of the map and the user assumes all liability for any use of the map for purposes not intended by the City.



Data Source: City of Oxnard GIS, County of Ventura



Meeting Date: 04/28/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: David Millican, Consultant DM Agenda Item No. L-2Reviewed By: City Manager JM City Attorney SMF Finance SS Other (Specify) _____

DATE: April 22, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager

SUBJECT: Approval of Limited Delegation of Contracting Authority and Appropriation to Analyze and Implement Recommendations of the City's Consultants**RECOMMENDATION**

That the City Council:

1. Adopt a Resolution approving delegation of purchasing authority to the City Manager for the purpose of implementing the recommendations of the City's consultants: Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP)
2. Approve an appropriation of \$500,000 from the General Fund Balance for the professional service costs analyzing issues and implementing recommendations in Fiscal 2014-2015 and Fiscal 2015 - 2016.

DISCUSSION

The City Council approved contracts for organizational assessments to be conducted by Management Partners, Inc. and The Public Law Group to look into concerns regarding administrative irregularities noted by the City Manager as he gained experience with the City organization. Both firms provided high level consulting services to assess policy and management issues in the Human Resources, City Manager's and Finance Departments. The assessments and the work of the consultant advisors in the departments resulted in extensive findings and recommendations in a report presented to the City Council on March 17, 2015. Recommendations ranged from routine improvements to findings that affected the financial viability and operational effectiveness of the entire organization.

The City Council also approved continuing funding for consulting assistance to Human Resources and Finance, increased funding for analysis and project management by its consultants, and expanded the funding for The Public Law Group for labor related legal matters and labor negotiations. In order to supplement that funding, staff recommends supplemental funding required to address the consultants'

findings and recommendations and additional findings identified subsequent to the completion of the reports presented to the Council on March 17, 2015. There is an immediate need for funding for actuarial studies and specialized legal advice, in addition to services relating to assessment district management, fee analysis, complying with new Federal Grant Award Guidance related to indirect cost allocation and internal control, maintenance of development impact fee systems, and internal service fund analysis and pricing.

Because of the significant impacts resulting from the consultants' findings and the need to quickly correct various compliance, budgeting and operational problems where time is of the essence, staff recommends that the City Council delegate authority to the City Manager to contract for professional services promptly rather than requiring Council review and approval in advance. This can save up to a month for high priority items that will help the City comply with the law, provide resources for its budget or limit its liability.

The attached resolution, consistent with the City's purchasing ordinance, delegates authority for contracts up to \$100,000 related to assessment implementation. All contracts approved by the City Manager pursuant to this delegation will be reported to the City Council monthly.

FINANCIAL IMPACT

The recommended appropriation for funding these professional services comes from the General Fund Balance initially. However, costs will be allocated to other funds that are affected by the issue being analyzed consistent with current policies. If those funds require additional appropriations beyond those already established by the City Council to support these allocated costs, staff will request appropriations in connection with the monthly report of contracts.

Because implementing assessment recommendations will affect financial statement disclosures and fund revenues and expenditure levels, the costs will have to be incorporated in the budget estimates and recommended balanced budget presented to the City Council for Fiscal 2015-2016. There is no assurance that recommendations will immediately generate savings, because implementation may require the General Fund to absorb costs that have been allocated to funds that, either due to lack of resources, or legal limitations, can no longer support those costs.

Attachment 1 - Resolution of the City Council of the City of Oxnard Approving Delegation of Purchasing Authority to the City Manager for the Purpose of implementing the recommendations of the City's Consultants; Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP)

Attachment 2 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING DELEGATION OF PURCHASING AUTHORITY TO THE CITY MANAGER FOR THE PURPOSE OF IMPLEMENTING THE RECOMMENDATIONS OF THE CITY'S CONSULTANTS: MANAGEMENT PARTNERS INC. AND THE PUBLIC LAW GROUP (RENNE, SLOAN, HOLTZMAN, SAKAI, LLP)

WHEREAS, Chapter 4 of the Oxnard City Code sets out the requirements of the City's purchasing process; and

WHEREAS, Section 4-32 of the City Code provides for delegation of authority relating to the purchasing process by passage of a resolution; and

WHEREAS, the City Council of the City of Oxnard expects to make a series of decisions regarding implementation of the recommendations that will require research and legal and financial analysis involving specialized experts and will require augmented temporary staffing levels in City departments to implement recommendations promptly and;

WHEREAS, time is of the essence in protecting the assets and interests of the City and its residents and delegation of expanded authority to the City Manager to contract for personal and professional services will improve the City's ability to act promptly to protect the health, safety and welfare of the Oxnard community.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to delegate the authority to select service providers and execute contracts in amounts up to \$100,000 for the express purpose of analyzing and implementing solutions relating to issues reported to the City Council in the findings of the City's consultants. Such contracts shall be funded from appropriations established consistent with the policies of the City Council except that the City Manager is authorized to transfer appropriations within funds in amounts up to \$100,000 and that both contracts and appropriation transfers approved pursuant to this authority shall be reported to the City Council on the second regular City Council Meeting of each month.

PASSED AND ADOPTED this 28th day of April, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

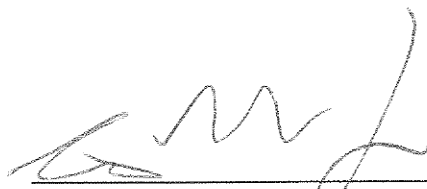
Tim Flynn, Mayor

ATTACHMENT NO. 1
PAGE 1 OF 2

Attest:

Daniel Martinez, City Clerk

Approved as to form:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2

REQUEST FOR BUDGET APPROPRIATION

Department: City Manager
Project/Program _____
Manager: Greg Nyhoff

Date: April 28, 2015

Phone: x8017

Reason for Appropriation:

To fund professional services related to costs analyzing issues and implementation recommendations from General Fund Operating Reserve

Accounts and Descriptions

AMOUNT

Fund: **GENERAL FUND (101)**

Expenditures/Transfers Out

CITY MANAGER (1401)

101-1401-801.82-09 CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT 500,000

Sub-total Expenditures **500,000**

Net Change to Fund Balance **(500,000)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2
PAGE 1 OF 1