

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
June 16, 2020
Appointment Items/Regular Meeting - 4:30 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Housing Authority.

B. OPENING CEREMONIES (4:30 PM)

Pledge of allegiance to the flag of the United States.

C. APPOINTMENT ITEMS (4:30 PM)

1. City Manager Department

SUBJECT: City of Oxnard Overtime Usage Report. (10/15/10)

RECOMMENDATION: That the City Council receive and file the City of Oxnard Overtime Usage Report. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Public Works Department

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2020-2025. (15/20/10)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Fiscal Year 2020-21 projects to be selected from the Proposed 2020-2025 City of Oxnard Five Year Capital Improvement Program ("CIP"); and
2. Adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program.

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

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

(Public Works and Transportation Committee approved 2-0-1)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Housing Department

SUBJECT: Impact Fee Loan Agreement and Resolution for Las Cortes Phase III. (10/5/5)

RECOMMENDATION: 1. That the City Council approve and authorize the Mayor to execute a loan agreement with A0592 Oxnard, L.P., a California limited partnership in the amount of \$1,916,880 for deferred impact fees related to the development of the Las Cortes Phase III affordable housing project (Agreement No. A-8226).

2. That the Housing Authority Board of Commissioners adopt a resolution approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 to allow for a decrease the number of units developed in Phase III of Las Cortes and an increase in the number of units developed in Phase IV.

Legislative Body: City Council, Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

E. 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.

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of

whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

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

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 2, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Community Development Department

SUBJECT: Third Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That City Council approve the third amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on-call planning and permit processing services in the amount of \$400,000, bringing the total agreement cost to \$1,350,000. (Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 2981 Planning & Zoning Permit No. 2020-580-02 - Amendments to Chapters 7 and 11 of the Oxnard City Code to Establish Fines for Violation of Commercial Cannabis Businesses Regulations.

RECOMMENDATION: That the City Council adopt Ordinance No. 2981 (read by title only, waiving further reading) approving Planning & Zoning Permit No. 2020-580-02 amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of commercial cannabis businesses regulations.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Finance Department

SUBJECT: Agreement with BerryDunn for Enterprise Resource Planning (ERP) System

Implementation Support and Organizational Change Management Consulting Services.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement No. A-8222 with BerryDunn for consulting services in connection with the implementation of the Tyler ERP system in an amount not to exceed \$687,000 over a three-year term, with optional renewals for two additional years thereafter.

Legislative Body: City Council

Contact: Kevin Riper, Keith Brooks, Steve Naveau, (805) 385-7475, (805) 385-7597, (805) 385-7947

5. Fire Department

SUBJECT: Authorization to Accept the Regional Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for Air Purification Respirators.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to accept a grant award from Ventura County Fire Department as a subrecipient of the regional FEMA Assistance to Firefighters Grant (AFG) for air purification respirators (APR);
2. The Chief Financial Officer or designee to submit financial reports and grant claims, and perform all other required financial actions; and
3. The Fire Chief or designee to submit non-financial reports, and
4. The City Council approve a budget appropriation recognizing and appropriating \$10,743 in Federal grant funds (Homeland Security Grant - Fund 238-2221) and \$1,074 in General Fund match (from Account 101-2201-802.81-04).

Legislative Body: City Council

Contact: Darwin Base, (805) 385-7700

6. Public Works Department

SUBJECT: Rental Agreement A-8221 with Amrep for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Rental Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for a total amount not to exceed \$621,600 for the rental of refuse collection trucks through June 30, 2021. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

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

RECOMMENDATION: That the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2020-21. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

J. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Public Hearing and Election for the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park). (5/10/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing on the (a) formation of Community Facilities District No. 8 (Sakioka Farms Business Park), (b) levy of special taxes, and (c) designation of Future Annexation Area;
2. Adopt a Resolution determining the validity of prior proceedings, establishing City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), authorizing the levy of a special tax within said District, and approving the designation of future annexation area;
3. Adopt a Resolution calling a special election;
4. Hold election;
5. Adopt a Resolution canvassing the results of the election held within said District; and
6. Approve the first reading of an Ordinance (by title only, waiving further reading) authorizing the levy of a special tax.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: Sakioka Farms Business Park Tentative Tract Map, Road Naming, and Development Agreement Resulting in 129 Lots and 5 Roads on a 430 Acre Project Site, Located in the Sakioka Farms Business Park Specific Plan Area South of US 101, East of Rice Avenue, North of Latigo Avenue, and Coterminous with the City's Eastern Boundary. (15/15/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the Project is not subject to additional environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168 (Consistency Evaluation);
3. Adopt a Resolution approving Planning and Zoning Permit Nos. 20-300-01 (Tentative Subdivision Map for Tract No. 5996) and 20-650-01 (Road Naming), subject to certain findings and conditions; and
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ Permit No. 20-670-01 (Development Agreement) the Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. City Manager Department

SUBJECT: Public Hearing on the Fiscal Year 2020-21 Operating Budget. (30/30/30)

RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year 2020-21 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 30, 2020.

Legislative Body: City Council, Housing Authority Board

Contact: Kevin Riper, (805) 385-7475

4. Housing Department

SUBJECT: 2020-2024 Ventura County Regional Consolidated Plan, 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and 2020 Annual Action Plan. (10/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments from the public relating to the following drafts of documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
 - a. 2020-2024 Ventura County Regional Consolidated Plan,
 - b. 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and
 - c. Plan Year 2020 Annual Action Plan;
2. Approve the 2020-2024 Ventura County Regional Consolidated Plan and the 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and direct staff to forward documents to Ventura County Executive Office;
3. Approve the 2020 Annual Action Plan with funding recommendations of select activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant, as prescribed;
4. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan, Ventura County Regional Consolidated Plan and the Ventura County Analysis of Impediments to Fair Housing Choice as directed by the City Council, including amending any budget appropriations approved by the City Council;
5. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Regional Consolidated Plan and Annual Action Plan to the United States Department of Housing and Urban Development; and
6. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Regional Consolidated Plan and Annual Action Plan including sub-recipients, interdepartmental, and intradepartmental agreements.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

K. REPORTS

1. Housing Department

SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Rd. Affordable Housing Development (10/30/10)

RECOMMENDATION: That the City Council adopt a resolution granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of \$1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (4:30 PM)
AGENDA ITEM NO. C.1

DATE: June 16, 2020
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: City of Oxnard Overtime Usage Report. (10/15/10)

RECOMMENDATION

That the City Council receive and file the City of Oxnard Overtime Usage Report. (Finance and Governance Committee approved 3-0)

BACKGROUND

On March 24, 2020 the Finance and Governance Committee received an overtime report presented by Price Paige and Company. On May 26, 2020 the Finance and Governance Committee received the City's response to the overtime audit. The reports from both meetings are attached. The Finance and Governance Committee agreed by a 3-0 vote to forward the item to the full Council.

Following are the seven recommendations made by the Auditor with the City's response.

1. Hire versus Overtime Analysis

Auditor Recommendation

The Police and Fire departments should conduct an overtime analysis to determine when it is more cost effective to fill vacant positions versus continuing to use overtime to cover vacancies.

City Response

The City agrees with the recommendation being made. The hiring and staffing practices differ in the Police Department and Fire Department. In the Police Department the City continually recruits and hires into vacant positions. The Fire Department endeavors to balance the costs of recruiting and running a Fire academy with the cost of using overtime to fill vacancies. In both departments the time to recruit and train a candidate to the point where that candidate is working independently is upwards of 20 months. This lag period means both departments are performing workforce planning almost two years into the future.

2. Memorandum of understanding and Productive Time

Auditor Recommendation

Eliminate the language in the Memoranda of Understanding (MOU) that allow vacation, sick leave, and any other unproductive time to be used when computing overtime liability.

City Response

The City agrees with this recommendation; however, to implement it will require the Unions to agree to the elimination of language that is considered a benefit by the Unions. The next round of negotiations will occur in the 2021 calendar year when the Public Safety MOU's expire.

3. Highest and Best Use Approach

Auditor Recommendation

When overtime is needed departments would fill the overtime shift with a qualified employee from a lower rank.

City Response

The City disagrees with this recommendation. To achieve savings this approach assumes the employees would be paid at their current rate of pay while assuming duties of a higher level position. This change would also require the Unions and City to reach an agreement prior to implementation.

4. Cost of Compensatory Time

Auditor Recommendation

Establish compensatory time (comp time) carryover limits in accordance with the Fair Labor Standards Act (FLSA).

City Response

The City agrees and has implemented the comp time limits as proscribed by the FLSA.

5. Centralized Payroll Department

Auditor Recommendation

The City should centralize all functions of payroll within the City.

City Response

The City agrees and with the implementation of the Enterprise Resources Planning System (ERP) the payroll function will be centralized in Payroll.

6. Development of Overtime Monitoring System

Auditor Recommendation

The City should have a designated person to monitor the use of overtime to ensure compliance with policies and budgeting.

City Response

The City agrees with recommendation to monitor overtime more closely. Implementation of the ERP system will provide the capability to produce timely overtime reports which can be reviewed and acted upon quickly.

7. Retention of Payroll Records

Auditor Recommendation

Centralize the payroll function to ensure records are being kept in accordant with the City's retention policies.

City Response

The City agrees with this recommendation and anticipates it will be addressed with the implementation of the Executime time keeping system which will move the City from a paper process to an online process.

STRATEGIC PRIORITIES

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

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

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

FINANCIAL IMPACT

The overtime audit has been budgeted by the City of Oxnard to be included in the annual internal audit work plan.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on May 26, 2020 to forward the item for Council approval.

Prepared by: Henry Oum, Price Paige & Company, Steve Naveau, Human Resources Director

ATTACHMENTS

1. Attachment A - Finance & Governance Committee Report of March 24, 2020
2. Attachment B - Finance & Governance Committee Report of May 26, 2020
3. Overtime Report PPT

**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT****REPORTS
AGENDA ITEM NO. D.2**

DATE: March 24, 2020

TO: Finance & Governance Committee

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

SUBJECT: City of Oxnard Overtime Usage Report. (15/10/10)

RECOMMENDATION

That the Finance and Governance Committee recommend City Council receive and file the City of Oxnard Overtime Usage Report from the Internal Auditor.

BACKGROUND

The City of Oxnard expends a significant amount of personnel costs related to overtime. Overtime usage can be an effective tool when utilized to help entities manage their staffing needs and address short-term or unforeseen labor shortages. The use of overtime in entities with significant personnel is sometimes unavoidable, but should be managed to ensure an effective balance of workload management and personnel costs. The appropriate use of overtime can be a cost-effective approach to address temporary labor needs compared to the cost of hiring additional personnel. However, overtime should be monitored and controlled to reduce unnecessary personnel and labor costs. During the fiscal years ended June 30, 2018, 2017, 2016 and 2015, the City of Oxnard (the "City") expended a total of approximately \$12,681,000, \$13,280,000, \$11,404,000 and \$10,103,000 of overtime costs, respectively.

The City Council has asked the Internal Auditors (contracted to Price Paige and Company) to review the City's overtime usage and make recommendations for improvements. The review should also provide information used for oversight, accountability, transparency, and improvements of an entity's programs and operations. The review should also provide objective analysis to assist management and those charged with governance and oversight in using the information to improve performance and operations, reduce costs, facilitate decision making by parties with responsibilities to oversee or initiate corrective action, and contribute to public accountability.

The overtime audit focuses on the following key objectives:

1. Review the City-wide policies and procedures related to internal controls regarding the monitoring and use of overtime.
2. Obtain an understanding regarding the City's usage of overtime and provide recommendations for improvement.
3. Benchmark the City's overtime usage with comparable population size cities to obtain an understanding of comparability.

STRATEGIC PRIORITIES

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

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

FINANCIAL IMPACT

The overtime audit has been budgeted by the City of Oxnard to be included in the annual internal audit work plan.

Prepared by: Henry Oum, Price Paige & Co

ATTACHMENTS

1. City of Oxnard Overtime Usage Report
2. City of Oxnard Overtime Usage Report Presentation for 3.24.2020

CITY OF OXNARD

OVERTIME USAGE AUDIT REPORT

March 2, 2020

Prepared by:

**Price Paige and Company
Internal Auditors of the City of Oxnard**

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611
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(559) 299-9540

CITY OF OXNARD
OVERTIME USAGE AUDIT REPORT

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A. BACKGROUND AND INTRODUCTION

Overtime usage can be an effective tool when utilized to help entities manage their staffing needs and address short-term or unforeseen labor shortages. The use of overtime in entities with significant personnel is sometimes unavoidable, but should be managed to ensure an effective balance of workload management and personnel costs. The appropriate use of overtime can be a cost-effective approach to address temporary labor needs compared to the cost of hiring additional personnel. However, overtime should be monitored and controlled to reduce unnecessary personnel and labor costs. During the fiscal years ended June 30, 2018, 2017, 2016 and 2015, the City of Oxnard (the "City") expended a total of approximately \$12,681,000, \$13,280,000, \$11,404,000 and \$10,103,000 of overtime costs, respectively.

B. OBJECTIVE AND SCOPE OF OVERTIME AUDIT

Objective

The objective of a performance audit is to examine a number of factors, including the effectiveness, economy or efficiency of an entity's program or activity, with the goal of making recommendations for improvement. Audits also provide information used for oversight, accountability, transparency, and improvements of an entity's programs and operations. They provide findings or conclusions based on an evaluation of sufficient, appropriate evidence against specific criteria. Audits also provide objective analysis to assist management and those charged with governance and oversight in using the information to improve performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. The audit will be conducted in accordance with the AICPA's Statement on Standards for Consulting Services.

Price Paige and Company, Internal Auditors of the City of Oxnard, were asked to conduct a comprehensive audit of the City of Oxnard's overtime usage which included the following key objectives:

1. Review the City-wide policies and procedures related to internal controls regarding the monitoring and use of overtime.
2. Obtain an understanding regarding the City's usage of overtime and provide recommendations for improvement.
3. Benchmark the City's overtime usage with comparable population size cities to obtain an understanding of comparability.

Scope

The scope of the overtime audit examines all departments within the City that utilize overtime to manage staffing and labor needs. Various aspects of our overtime audit and analysis covered the periods from July 1, 2014 through June 30, 2018, covering a total of four fiscal years.

Overtime

The Fair Labor Standards Act, commonly referred to as "FLSA", is a federal law which establishes minimum wage, overtime pay eligibility, recordkeeping, employment standards and others policies in the private sector and in federal, state and local governments. Generally, based on FLSA, employers are required to pay an overtime rate of not less than one and one-half the regular rate after 40 hours worked by an employee in a workweek. Special rules apply to federal, state and local governments in relation to public safety.

The scope of our audit focused on the City's use of overtime and understanding the nature of the overtime use. It did not focus on the specific compliance with local, state or federal laws and regulations or compliance with FLSA rules. That analysis involves a review of the City's adherence to those policies and should be conducted by a human resources professional firm who specializes in labor law.

C. OVERTIME AUDIT PROCEDURES

We performed our audit procedures in accordance with the AICPA's Statement on Standards for Consulting Services. At the commencement of the overtime audit, we conducted an entrance conference with City management to better understand the overall audit objectives. We also met with the Finance and Payroll Departments to obtain an understanding of the accounting records available and how the accounting system tracks, records and monitors payroll, and specifically, overtime usage. It came to our attention that the payroll system is decentralized, as some of the departments track and monitor their own payroll. The three departments that maintain their own payroll accounting and payroll records are the Police Department, Fire Department and Administration (or commonly referred to as Miscellaneous which includes all other City departments). Although the payroll records are maintained by each of the departments separately, the Payroll Administration Department has access to the accounting system which includes payroll for all departments.

We requested that the Payroll Administration Department provide us with overtime records for the three years ended June 30, 2017, 2016, and 2015. The overtime information was not available in a format that facilitated our review and required the Payroll Administration Department to modify the formatting of the information from the HTE accounting system to a format that could be analyzed. This type of information should be readily and conveniently available directly from an accounting system to help facilitate the administration and monitoring of all accounting information, including overtime usage. Once the format of the overtime information was modified by the Payroll Administration Department, the information could then be sorted to show total overtime pay by employee as well as by Department.

As part of the auditing procedures performed, we conducted "walkthroughs" of how payroll and overtime were being administered and tracked for each of the three major departments. A walkthroughs traces a transaction through the entire cycle of a system, from inception to inclusion in an entity's financial records. We met separately with the Police Department, Fire Department and Payroll Administration Department to perform the walkthroughs and documented the payroll transaction cycle for each.

Our audit procedures included testing the City's internal controls over the use of overtime specifically, ensuring that controls were in place to prevent material misstatements and errors. This included determining whether overtime timesheets were properly signed by an employee and approved by a supervisor, whether the computation of overtime entered into the payroll system was correct based on the timesheet, and whether the proper overtime codes were used based on the timesheet. It's important to note that the Police Department, Fire Department and Payroll Administration Department all had different methods and approaches to administering, approving, and tracking the use of overtime. As a result, this required us to obtain an understanding of three different payroll and overtime administering systems.

Our analysis considered all overtime paid to employees, which includes the use of compensatory time, commonly referred to as "comp time". Comp time is paid time off given to a non-exempt employee instead of overtime pay. Rather than paying overtime, comp time allows the employee to essentially bank or defer their hours at a rate that's generally comparable to their overtime rate for a future period. Comp time is specifically requested on each timesheet. Our consideration of comp time has been included in this analysis.

Benchmarking is a useful tool to help entities understand a particular analysis compared with a standard or another set of data. In our analysis, we included benchmarking the City's use of overtime with other cities that are comparable in population. Benchmarking allows the City to compare its current operations to those of similar cities. Public information available related to data from other cities have been incorporated in our analysis.

D. ANALYSIS, RESULTS AND RECOMMENDATIONS

Analysis 4 - Total Overtime Usage During FY2018, FY2017, FY2016 and FY2015

The chart below illustrates the City's overtime usage for the years ended June 30, 2018, 2017, 2016 and 2015:

Figure 4.1

Rounded to Nearest Thousand			
Year	Total Salaries (Excluding Benefits)	Total Overtime	Total Payroll
FY2018	\$ 95,952,000	\$ 12,681,000	\$ 108,633,000
FY2017	87,540,000	13,280,000	100,820,000
FY2016	82,184,000	11,404,000	93,588,000
FY2015	86,160,000	10,103,000	96,263,000

*Information obtained from the City of Oxnard's Payroll Department

The above chart shows that the City's overtime usage grew from \$10,103,000 for the year ended June 30, 2015 to \$12,681,000 for the year ended June 30, 2018, an increase of \$2,578,000 in overtime usage or 25.52%. The City of Oxnard continues to rely on the use of overtime to manage its labor needs.

Analysis 5 - Overtime Usage Benchmark with Comparable Cities

The use of overtime as a staff management tool is expected for all entities that provide services that require labor. To understand the City of Oxnard's use of overtime, we compared the total overtime incurred by the City of Oxnard to other State of California cities with comparable population.

The closest related cities in terms of population size include:

Figure 5.1

California Cities Ranked by 1/1/2019 Total Population			
Rank	City	County	Approximate Population
18	Santa Clarita	Los Angeles	218,000
19	Modesto	Stanislaus	215,000
20	Fontana	San Bernardino	212,000
21	Oxnard	Ventura	210,000
22	Moreno Valley	Riverside	208,000
23	Glendale	Los Angeles	206,000
24	Huntington Beach	Orange	204,000

*Information obtained from the California Department of Finance, Demographic Research Unit

We also obtained compensation information for other cities and counties utilizing the Transparent California database. Transparent California is managed by the Nevada Policy Research Institute, a non-profit organization that provides the Transparent California database as a public service dedicated to providing accurate, comprehensive and easily searchable information on the compensation of public employees in California. This includes compensation information for cities, counties, special districts, schools and universities, state of California employees and other agencies.

Our analysis utilized information from Transparent California for benchmark comparisons to cities similar to Oxnard. It should be noted that the information published by Transparent California is not considered audited and includes information that has been self-reported from entities and agencies through a public records request. As such, information contained within the database is used for illustration purposes. Below is a summary of the total compensation and related overtime costs as reported by the City of Oxnard and Transparent California.

The chart below shows compensation information, broken down by overtime and total pay, for cities comparable in population size to the City of Oxnard:

Figure 5.2

Total Pay Per City by Year							
Population Rank	City	FY2018			FY2017		
		Total Overtime	Total Pay	Overtime %	Total Overtime	Total Pay	Overtime %
18	Santa Clarita	\$ 506,000	\$ 37,945,000	1.33%	\$ 470,000	\$ 35,762,000	1.31%
19	Modesto	11,887,000	100,159,000	11.87%	10,884,000	97,703,000	11.14%
20	Fontana	3,206,000	62,271,000	5.15%	2,601,000	59,150,000	4.40%
21	Oxnard	12,681,000	108,633,000	11.67%	13,280,000	100,820,000	13.17%
22	Moreno Valley	261,000	26,800,000	0.97%	309,000	25,673,000	1.20%
23	Glendale	20,394,000	159,562,000	12.78%	18,944,000	150,934,000	12.55%
24	Huntington Beach	14,441,000	115,231,000	12.53%	14,489,000	114,208,000	12.69%

Total Pay Per City by Year							
Population Rank	City	FY2016			FY2015		
		Total Overtime	Total Pay	Overtime %	Total Overtime	Total Pay	Overtime %
18	Santa Clarita	\$ 474,000	\$ 35,172,000	1.35%	\$ 488,000	\$ 34,093,000	1.43%
19	Modesto	9,117,000	86,108,000	10.59%	8,818,000	85,062,000	10.37%
20	Fontana	2,326,000	57,227,000	4.06%	2,259,000	56,852,000	3.97%
21	Oxnard	11,404,000	93,588,000	12.19%	10,103,000	96,263,000	10.50%
22	Moreno Valley	285,000	24,713,000	1.15%	282,000	24,118,000	1.17%
23	Glendale	16,871,000	147,269,000	11.46%	15,873,000	142,488,000	11.14%
24	Huntington Beach	12,802,000	107,492,000	11.91%	12,761,000	109,693,000	11.63%

*Information obtained from the City of Oxnard's Payroll Department and Transparent California.

It was determined that both Santa Clarita and Moreno Valley outsource some aspect of their public safety departments to other Counties, and therefore would not have overtime related to public safety. For the purpose of this analysis, those two cities have been excluded as the compensation information would not be comparative. The most comparable cities in terms of population to the City of Oxnard would be Modesto, Glendale and Huntington Beach. Our analysis considered these cities for benchmarking purposes.

The chart below outlines the City of Oxnard's overtime usage by department:

Figure 5.3

Department	% of Overtime Usage							
	FY2018		FY2017		FY2016		FY2015	
	Overtime	%	Overtime	%	Overtime	%	Overtime	%
Fire Department	\$ 5,191	41%	\$ 5,083	38%	\$ 4,531	40%	\$ 3,645	36%
Police Department	4,514	36%	5,027	38%	4,328	38%	3,956	39%
Solid Waste Department	1,303	10%	1,445	11%	1,129	10%	1,036	10%
Parks and Recreations	415	3%	518	4%	202	2%	180	2%
Wastewater Department	503	4%	511	4%	357	3%	321	3%
Water Department	302	2%	217	2%	345	3%	476	5%
Others	453	4%	479	3%	512	4%	489	5%
Total	\$ 12,681	100%	\$ 13,280	100%	\$ 11,404	100%	\$ 10,103	100%

*Information obtained from the City of Oxnard's Payroll Department. Amounts are presented in thousands.

The amounts presented in Figure 5.3 showing the overtime usage percentage by Department do not consider reimbursement amounts that public safety departments earn from various contracts and charges for services. The Fire Department receives a significant amount of mutual aid reimbursement in supporting other cities and counties during a time of crisis and the Police Department may also charge or be reimbursed for time spent on special events.

During the years ended June 30, 2018 and 2017, the Fire Department was reimbursed approximately \$1,571,000, and \$385,000, respectively for mutual aid support related to personnel costs. The Police Department earned approximately \$206,000, \$390,000, \$369,000 and \$263,000 for the years ended June 30, 2018, 2017, 2016, and 2015, respectively, for contracting to patrol special and other events. These amounts should be considered a factor that reduces some of the overtime expended. However, we were unable to obtain reimbursement data from other cities in order to perform a more comparable analysis and therefore gross overtime amounts have been presented for the purpose of this analysis.

The chart below illustrates the overtime usage by major departments, by cities comparable to the City of Oxnard in population for the years ended June 30, 2018, 2017, 2016 and 2015.

Figure 5.4

Department	Oxnard	Modesto	Glendale	Huntington Beach
	FY2018			
Fire Department	41%	32%	40%	44%
Police Department	36%	48%	30%	41%
Solid Waste Department	10%	0%	4%	0%
Parks and Recreations	3%	1%	0%	1%
Wastewater Department	4%	0%	0%	1%
Water Department	2%	0%	1%	2%
Others	4%	19%	25%	11%
Total	100%	100%	100%	100%

Department	Oxnard	Modesto	Glendale	Huntington Beach
	FY2017			
Fire Department	38%	32%	44%	49%
Police Department	38%	44%	28%	38%
Solid Waste Department	11%	0%	3%	0%
Parks and Recreations	4%	2%	0%	1%
Wastewater Department	4%	0%	0%	1%
Water Department	2%	0%	1%	2%
Others	3%	22%	24%	9%
Total	100%	100%	100%	100%

Department	Oxnard	Modesto	Glendale	Huntington Beach
	FY2016			
Fire Department	40%	29%	51%	44%
Police Department	38%	46%	25%	40%
Solid Waste Department	10%	0%	3%	0%
Parks and Recreations	2%	3%	0%	1%
Wastewater Department	3%	1%	0%	1%
Water Department	3%	0%	2%	2%
Others	4%	21%	19%	12%
Total	100%	100%	100%	100%

Department	Oxnard	Modesto	Glendale	Huntington Beach
	FY2015			
Fire Department	36%	26%	44%	45%
Police Department	39%	48%	29%	40%
Solid Waste Department	10%	0%	3%	0%
Parks and Recreations	2%	3%	0%	1%
Wastewater Department	3%	1%	0%	1%
Water Department	5%	0%	2%	2%
Others	5%	22%	22%	11%
Total	100%	100%	100%	100%

Figure 5.4 above shows that the allocation of overtime usage amongst the department within each city is fairly comparable on a year-to-year basis. Public safety has the highest total overtime usage of each of the cities.

Figure 5.5 below shows a summary of the total amount of overtime used by public safety departments within each of the cities for the prior four years.

Figure 5.5

Fiscal Year	Oxnard	Modesto	Glendale	Huntington Beach
FY2018	77%	80%	70%	85%
FY2017	76%	76%	72%	87%
FY2016	78%	75%	76%	84%
FY2015	75%	74%	73%	85%
PRIOR 4 YEAR AVERAGE	76%	76%	73%	85%

The data above shows that the City of Oxnard's public safety departments overtime usage is within the median of the other cities, with the Cities of Modesto and Huntington Beach having higher public safety overtime usage while Glendale had lower usage.

Analysis 6 - Cost of Overtime Versus Cost of Hire

Generally, hiring additional employees to fulfill labor shortages reduces the need for existing employees to work overtime. In contrast, having too few employees increases the need for overtime. It's important to maintain the proper balance of overtime usage since if it goes unmonitored, overtime costs can continue to rise and puts a burden the City's resources. Hiring additional employees to fill labor shortages may not always be the ideal approach. An analysis should be conducted in order to determine when it's most cost effective to hire versus utilize overtime.

Our analysis focuses on determining the reasons for the overtime usage. For the City of Oxnard and other comparable cities, public safety utilizes the most overtime. For the years ended June 30, 2018, 2017, 2016 and 2015, the Police and Fire Departments of the City had approximately 77%, 76%, 78% and 75% of the total gross overtime usage. However, the total overtime used by the public safety departments for Oxnard was between other comparable cities in population (see Figure 5.5 above).

We analyzed the top overtime positions for the years ended June 30, 2018, 2017, 2016 and 2015 and have summarized their ranking based on total overtime in Figure 6.1 below.

Figure 6.1

Top 10 Overtime Positions for Oxnard					
Job Position	Department	FY2018	FY2017	FY2016	FY2015
		Position Rank	Position Rank	Position Rank	Position Rank
Fire Captain	Fire Department	1	2	1	2
Police Officer II	Police Department	2	1	2	1
Fire Engineer	Fire Department	3	3	3	3
Firefighter	Fire Department	4	4	5	4
Police Officer I	Police Department	5	5	4	6
Solid Waste Equip Oper II	Solid Waste Department	6	6	6	5
Police Officer III	Police Department	7	7	7	7
Police Sergeant	Police Department	8	8	8	8
Solid Waste Trans Operator	Solid Waste Department	9	9	10	9
Battalion Chief	Fire Department	10	n/a	9	10
Fire Inspector	Fire Department	n/a	10	n/a	n/a

The chart above shows that for the years ended June 30, 2018, 2017, 2016 and 2015, the positions that utilize the most overtime for the City of Oxnard are comparable on a year-to-year basis. This information was compared to other comparable cities and the results are presented in Figure 6.2 below.

Figure 6.2

Top Overtime Positions for Oxnard (FY2018)					
Job Position	Department	Oxnard	Modesto	Glendale	Huntington Beach
Police Officer (I, II and III)	Police Department	1	1	1	1
Fire Captain	Fire Department	2	3	2	3
Fire Engineer	Fire Department	3	2	4	4
Firefighter	Fire Department	4	7	3	2
Solid Waste Equip Oper II	Solid Waste Department	5	n/a	n/a	n/a
Police Sergeant	Police Department	6	4	5	5
Solid Waste Trans Operator	Solid Waste Department	7	n/a	n/a	n/a
Fire Inspector	Fire Department	8	n/a	n/a	n/a

Top Overtime Positions for Oxnard (FY2017)					
Job Position	Department	Oxnard	Modesto	Glendale	Huntington Beach
Police Officer (I, II and III)	Police Department	1	1	1	1
Fire Captain	Fire Department	2	4	4	3
Fire Engineer	Fire Department	3	2	3	4
Firefighter	Fire Department	4	6	2	2
Solid Waste Equip Oper II	Solid Waste Department	5	n/a	n/a	n/a
Police Sergeant	Police Department	6	3	5	5
Solid Waste Trans Operator	Solid Waste Department	7	n/a	n/a	n/a
Fire Inspector	Fire Department	8	n/a	n/a	n/a
Battalion Chief	Fire Department	n/a	n/a	n/a	n/a

Top Overtime Positions for Oxnard (FY2016)					
Job Position	Department	Oxnard	Modesto	Glendale	Huntington Beach
Police Officer (I, II and III)	Police Department	1	1	1	1
Fire Captain	Fire Department	2	4	4	3
Fire Engineer	Fire Department	3	2	3	4
Firefighter	Fire Department	4	5	2	2
Solid Waste Equip Oper II	Solid Waste Department	5	n/a	n/a	n/a
Police Sergeant	Police Department	6	3	5	5
Solid Waste Trans Operator	Solid Waste Department	8	n/a	n/a	n/a
Fire Inspector	Fire Department	n/a	n/a	n/a	n/a
Battalion Chief	Fire Department	7	n/a	n/a	n/a

Top Overtime Positions for Oxnard (FY2015)					
Job Position	Department	Oxnard	Modesto	Glendale	Huntington Beach
Police Officer (I, II and III)	Police Department	1	1	1	1
Fire Captain	Fire Department	2	4	3	3
Fire Engineer	Fire Department	3	3	5	4
Firefighter	Fire Department	4	5	2	2
Solid Waste Equip Oper II	Solid Waste Department	5	n/a	n/a	n/a
Police Sergeant	Police Department	6	2	4	5
Solid Waste Trans Operator	Solid Waste Department	7	n/a	n/a	n/a
Fire Inspector	Fire Department	9	n/a	n/a	n/a
Battalion Chief	Fire Department	8	10	n/a	n/a

Figure 6.2 shows that when comparing the total overtime usage by the top positions within each city, the ranking of the overtime usage is comparable with Police Officers' (Police Officer I, II and III) overtime being ranked as the top positions. Following the top position are Fire Captains and Fire Engineers ranked from positions 2-5 for the years ended June 30, 2018, 2017, 2016 and 2015.

In order to further understand the nature of the overtime usage by the public safety departments, which account for the top positions for the City of Oxnard, we requested overtime information from both the Police and Fire Departments to determine the nature of the overtime usage. Payroll is processed through the City's accounting system; however, the specific details and breakdown of the nature of the overtime usage is maintained independently by Police, Fire and Miscellaneous Departments.

The Police Department maintains their own payroll records related to the specific overtime usage. Employees are required to complete an overtime authorization form that's signed by both the employee and a supervisor or another designee. The Police Department has over 100 different overtime codes (see Appendix) that employees must use to identify the specific overtime usage.

Figure 6.3 below shows the Police Department's overtime classification based on the overtime usage of the top employee positions that used the most overtime for the years ended June 30, 2017, 2016 and 2015.

Figure 6.3

Nature of Overtime Usage				
Rank	Classification of Overtime	FY2017	FY2016	FY2015
1	Backfill	27.82%	19.60%	22.44%
2	Enforcement Details	23.81%	20.66%	19.66%
3	Court Related	9.51%	8.63%	8.78%
4	Traffic	7.92%	16.61%	16.08%
5	Miscellaneous	7.07%	3.67%	10.12%
6	Investigative Details	4.82%	2.01%	6.37%
7	Special Events	3.14%	3.68%	0.10%
8	Communications Center	2.61%	3.72%	2.42%
9	SWAT / HNT	2.49%	0.89%	0.38%
10	Range	2.15%	4.37%	5.39%
11	Patrol	1.74%	3.76%	2.60%
12	Security	1.25%	2.80%	1.38%
13	Warrants / Searches	1.18%	2.30%	0.20%
14	Training	1.16%	1.37%	2.41%
15	Surveillance	1.14%	3.32%	0.14%
16	K-9	0.93%	2.04%	0.00%
17	Meetings	0.86%	0.57%	1.47%
18	Other	0.40%	0.00%	0.06%
	Total	100.00%	100.00%	100.00%

Source: Data obtained from the Police and Payroll Departments.

The information in Figure 6.3 shows that the most significant overtime usage for the years ended June 30, 2017, 2016 and 2015 was related to Backfill. The Backfill overtime classification, as illustrated in the Appendix, can be used for POST and Non-POST training, injury on duty (IOD) leave, sick leave, vacation, vacant positions and also post release offender (PRO). The information suggests that there is a shortage

of employees available within the Police Department that requires the use of overtime to fill in positions based on a number of vacancies.

The next most significant category of overtime usage for the Police Department for the years analyzed would be for Enforcement Detail. Enforcement Detail comprises of gang enforcement, bike patrol, central business district, beat problems, Seabridge – CFD, Riverpark CFD and others. In scaling back the total overtime usage in this area, the Police Department and the City would need to weigh the cost benefit of saving payroll costs at the potential sacrifice of public safety.

The Fire Department also maintains their own payroll and overtime records, and utilizes specialized software to track overtime usage. The Fire Department utilizes over 10 different overtime codes for department employees to use to report their overtime. We analyzed the top employee positions that earned the most overtime for the years June 30, 2017 and 2016 for the Fire Department and summarized the overtime usage in Figure 6.4 below.

Figure 6.4

Nature of Overtime Usage			
Rank	Classification of Overtime	FY2017	FY2016
1	Station Coverage Shift	48.64%	56.23%
2	Annual Leave Shift	17.58%	19.71%
3	Station Coverage Mutual Aid Backfill	16.02%	5.18%
4	Station Coverage Non-Shift	5.58%	5.73%
5	Injury Leave	2.92%	3.90%
6	Mandated Overtime	2.35%	0.00%
7	Training	1.86%	0.48%
8	Mandated Overtime Non-Shift	1.22%	4.56%
9	Mandated Overtime Mutual Aid Backfill	1.16%	0.25%
10	Others	2.67%	3.96%
	Total	100.00%	100.00%

Source: Data obtained from the Fire and Payroll Departments.

The information in Figure 6.4 shows that the most significant overtime usage for the years ended June 30, 2017 and 2016 was related to station coverage and annual leave. These codes are utilized when there is a vacancy or open position in the shift coverage whether due to vacancy or employee temporary leave. The information suggests that there is a shortage of employees available within the Fire Department that requires the use of overtime to fill in positions based on a number of vacancies.

The Police and Fire Department's overall overtime usage is in line with comparable cities based on population, which shows that other cities are likely in the same situation as the City of Oxnard.

Recommendations:

Hire Versus Overtime Analysis

The Police and Fire Departments utilize a significant amount of overtime to backfill positions (due to vacancy, vacation, sick, etc.). The high use of overtime indicates that there is a shortage of staff available to fill vacant or open positions. Both departments should conduct a hire versus overtime analysis to determine what is most cost effective as the cost of hire may be less costly than the high use of overtime. The Police and Fire Departments should conduct this analysis on the top positions in Figure 6.1 to determine what the ideal balance is for vacant positions. In addition, both Departments should work in conjunction with the Human Services Department of the City to fill these positions as quickly as possible to minimize the use of overtime.

Memorandum of Understandings and Productive Time

Some of the City's memorandum of understandings with different unions allow for vacation, sick and other similar time off to be counted as productive hours, in which overtime is then applicable if an employee exceeds a certain work hour threshold based on applicable laws and regulations. For certain classes of employees, if vacation is taken and the employee returns to work, overtime premiums may be required due to vacation and sick time being considered productive hours if the applicable thresholds are exceeded.

The inclusion of vacation and sick time as productive hours in the computation of overtime appears to be a standard practice and typically include in the MOUs with different unions. We recommend that the City evaluates whether continuing with such a policy is prudent.

Highest and Best Use Approach

Departments within the City manage their own overtime usage, which includes determining how staffing arrangements are handled when overtime is needed. There may be instances in which the departments employ a rank-for-rank approach, in which a position that is vacant is filled with an equally qualified candidate. It may also give more tenured or seasoned employees the first opportunity to work overtime as an incentive. This approach may inadvertently and adversely impact the City's resources.

All Departments within the City should consider implementing a highest and best use approach where appropriate. Under the highest and best use approach, a vacant position would be filled with a lower ranking position employee who is "as qualified" for the position or, at the maximum, an employee who is of equal rank. Allowing more tenure employees to fill a vacant position that's of lower rank through the use of overtime increases the total cost to fill those positions due to higher salaries and pay rates. Allowing employees of a lower rank that are qualified to fill in a higher rank vacant position would provide them with invaluable experience and professional growth. The City and individual departments should research whether such an approach is in line with applicable laws and regulations and beneficial to the City.

Analysis 7 - Cost of Compensatory Time

Compensatory time ("comp time"), which is an alternative to overtime, is paid time off earned by a non-exempt employee that's worked the hours but has elected to defer payment to an alternative period. Under the Fair Labor Standard Act ("FLSA"), employees of State or local government agencies may receive compensatory time off, at a rate that's not less than one and one-half hours for each overtime hour worked, in lieu of cash payment. The use of comp time is a helpful tool for entities and agencies to manage their cash flow resources and also balance the workload.

Public safety employees, which includes both Police and Fire, may accrue up to 480 hours while all other state and local government employees may accrue up to 240 hours under the FLSA guidelines. Entities and agencies can elect a higher maximum threshold. The City of Oxnard does not have a comprehensive policy on maximum compensatory time accrual limits and refers to the individual memorandum of understanding with various union groups. The chart below shows the total hours City employees have accrued over the FLSA limits for the years ended June 30, 2018, 2017, 2016 and 2015.

Figure 7.1

Department	Limits	Total Compensatory Hours Accrued Over FLSA Limits			
		FY2018	FY2017	FY2016	FY2015
Non-Public Safety	Over 240 Hours	-	-	-	-
Public Safety	Over 480 Hours	6,599	7,492	7,441	6,244

*Information obtained from the City of Oxnard's Payroll Department.

The information in Figure 7.1 shows that for the periods indicated above, the City had over 6,000 hours of accrued compensatory time for each of the years ended June 30, 2015 through 2018. Higher threshold for compensatory time accruals may have unintended consequences and may unintentionally increase the City's payroll costs. Compensatory time is paid out at the employee's most current pay rate. Therefore, as an employee receives pay increases, the comp time earned and accrued will increase as well (comparable to vacation balances).

Figure 7.2

Department	Limits	Number of Employees Over Limits			
		FY2018	FY2017	FY2016	FY2015
Non-Public Safety	Over 240 Hours	-	-	-	-
Public Safety	Over 480 Hours	15	14	12	5

The information in Figure 7.2 shows the number of City employees that have accrued compensatory time over the FLSA limits from June 30, 2015 through June 30, 2018.

Recommendation:

Establish Compensatory Time Carryover Limits In Accordance With FLSA Guidelines

The City should consider adopting the compensatory carryover limit policy to be more in line with FLSA guidelines. The current policy allows for employees to carry over compensatory balances above and beyond the maximum thresholds established by FLSA. Reducing the carryover limit, as well as paying those balances out on periodic basis, should reduce the potential for these employee liabilities to increase year over year.

Analysis 8 – Internal Control Testing of Overtime Administration

Overtime Testing

As part of the overtime analysis, we obtained an understanding of the internal control structure related to payroll and the use of overtime, collectively referred to as the payroll transaction class. We conducted walkthroughs in each of the key departments (Police, Fire and Miscellaneous) to obtain an understanding of how payroll and specifically, overtime, is being administered, monitored and tracked. A walkthrough of a transaction cycle follows a transaction from inception to inclusion in an entity's financial records. Since the City had three unique processes for processing payroll and overtime within each of the key departments, we tested key internal controls over the administration and approval of overtime for each department.

Our overtime internal control testing covered the years ended June 30, 2017, 2016 and 2015. The City of Oxnard had over 1,400 employees (full time and part time) for each of the years ended June 30, 2017, 2016 and 2015. Our overtime internal control testing selected approximately 40 employee timesheets each year, for each department (Police, Fire and Miscellaneous), totaling at least 360 timesheets. Additional timesheets may be selected if an original timesheet selected was not available. We judiciously selected the employee's overtime timesheet hours focusing on employees with higher overtime usage. Our audit focuses on the qualitative attributes in the overtime administration process, and not necessarily the dollar value or total hours earned by each employee. In addition, it is not intended to focus on compliance with FLSA and similar laws and regulations.

Below is a list of the procedures performed:

- Audit Procedure A:** The employee's overtime timesheet, retroactive adjustment form or similar is retained by the City's departments.
- Audit Objective:** To determine whether the City has a process in place to ensure that the employee's overtime and related records are retained in accordance with applicable City policies and procedures.
- Audit Procedure B:** The employee's overtime timesheet is signed and approved by the employee.
- Audit Objective:** To determine whether the employee acknowledges and approves the overtime hours reported on their overtime timesheet.
- Audit Procedure C:** The employee's supervisor or designee signs and approves the overtime timesheet signed by the employee.
- Audit Objective:** To determine whether the employee's supervisor or designee acknowledges and approves the overtime hours reported on the employee's overtime timesheet.
- Audit Procedure D:** The total hours reported on the employee's overtime timesheet agrees and reconciles to the employee's pay stub.
- Audit Objective:** To determine whether the employee's total reported overtime hours on the timesheet is properly reflected on the employee's pay stub.

The figure below summarizes the results of our overtime internal control testing exceptions:

Figure 8.1

Department	Fiscal Year	Total Items Tested	Overtime Testing Exceptions (Audit Procedure)			
			A	B	C	D
Fire Department	2017	70	8	0	0	10
Police Department	2017	45	2	0	0	4
Miscellaneous (All Others)	2017	67	0	0	0	1
Fire Department	2016	57	1	0	0	4
Police Department	2016	47	0	0	0	1
Miscellaneous (All Others)	2016	61	1	1	0	3
Fire Department	2015	See Note 1	n/a	n/a	n/a	n/a
Police Department	2015	47	0	0	0	2
Miscellaneous (All Others)	2015	40	0	0	0	1
Total		434	12	1	0	26

During our testing, it was determined that the Fire Department did not retain payroll and related overtime timesheets beyond a two year period. Therefore, testing for the year ended June 30, 2015 was not available. As a result, we increased the number of sample overtime timesheets tested for the years ended June 30, 2017 and 2016 to 70 and 57, respectively, for the Fire Department.

The results of our overtime internal control testing determined the following:

- There were instances (12 exceptions or 2.8% error rate) in which the employee's overtime timesheet or comparable documentation was not available for our review (excluding the fiscal year June 30, 2015 timesheets not retained by the Fire Department).
- There was only one instance in which an employee did not sign and acknowledge their overtime timesheet (1 exception or 0.002% error rate).
- There were no instances in which a supervisor or similar designee did not approve and sign the employee's overtime timesheet.
- There were instances (26 exceptions or 6.0% error rate) in which the total overtime hours reported on the employee's overtime timesheet did not agree or reconcile to the pay records. The extent of the errors was not quantified. It should be noted that if an employee's overtime timesheet was not available, this was considered an exception under this audit procedure as well.

The results of our internal control testing for overtime timesheets show that there are some exceptions in the overtime process that should be corrected. There were instances in which payroll documentation was not maintained in a centralized location that allowed for retrieve of all payroll documentation. In addition, when testing to determine whether all overtime hours have proper supporting documentation, there were instances in which documentation did not agree to hours reported or were not easily reconcilable.

Compensatory Time Testing

As a result of our overtime internal controls testing, it was determined that compensatory time was administered and tracked separately. Since compensatory time is a component of overtime, a test of controls over the compensatory time tracking and monitoring system was performed as well.

We selected a total of 20 employee timesheets which had compensatory time for each of the fiscal years ended June 30, 2017, 2016 and 2015 for the Police and Miscellaneous Departments, for a total of 60 compensatory timesheets tested. We judgmentally selected employee timesheets with higher compensatory hours in a pay period. Our audit focuses on the qualitative attributes in the compensatory administration process, and not necessarily the dollar value or total hours earned by each employee. The City provides a 1.5 hour credit for each overtime hour worked as compensatory time for payout at a later date.

Below is a list of the procedures performed related to our testing of internal controls for compensatory time:

Audit Procedure A:	The employee's overtime timesheet, retroactive adjustment form or similar is retained by the City's departments.
Audit Objective:	To determine whether the City has a process in place to ensure that the employee's overtime and related records are retained in accordance with applicable City policies and procedures.
Audit Procedure B:	The employee's overtime timesheet is signed and approved by the employee.
Audit Objective:	To determine whether the employee acknowledges and approves the overtime hours reported on their overtime timesheet.

- Audit Procedure C: The employee's supervisor or designee signs and approves the overtime timesheet signed by the employee.
- Audit Objective: To determine whether the employee's supervisor or designee acknowledges and approves the overtime hours reported on the employee's overtime timesheet.
- Audit Procedure D: The total hours reported on the employee's overtime timesheet agrees and reconciles to the employee's pay stub.
- Audit Objective: To determine whether the employee's total reported overtime hours on the timesheet is properly reflected on the employee's pay stub.
- Audit Procedure E: The employee explicitly grants the City permission to carry forward the overtime hours as compensatory time.
- Audit Objective: To determine whether the employee provides the authorization to the City to carry forward the compensatory time balance to a future period.

The figure below summarizes the results of our compensatory internal control testing exceptions:

Figure 8.2

Department	Fiscal Year	Total Items Tested	Compensatory Time Testing Exceptions (Audit Procedure)				
			A	B	C	D	E
Police Department	2017	6	0	0	0	1	0
Miscellaneous (All Others)	2017	14	0	1	1	1	0
				0			
Police Department	2016	8	0	0	0	0	0
Miscellaneous (All Others)	2016	12	0	1	0	0	0
Police Department	2015	13	0	0	0	0	0
Miscellaneous (All Others)	2015	7	0	1	1	2	0
Total		60	0	3	2	4	0

The results of our compensatory time internal control testing determined the following:

- There were no instances in which the employee's overtime timesheet or comparable documentation was not available for our review.
- There were some instances (3 exceptions or 5.00% error rate) in which an employee did not sign and acknowledge their overtime timesheet.
- There were some instances (2 exceptions or 3.33% error rate) in which a supervisor or similar designee did not approve and sign the employee's overtime timesheet.
- There were some instances (4 exceptions or 6.67% error rate) in which the total overtime hours reported on the employee's overtime timesheet did not agree or reconcile to the pay records showing the carryover hours. The extent of the errors was not quantified.
- There were no instances in which an employee did not grant approval to the City to carry forward the overtime hours worked as compensatory time.

The results of our internal control testing for compensatory time show that the compensatory time administration process is functioning at an adequate level for its size and complexity with an acceptable level of exceptions. Improvements can be made to the compensatory time administration and monitoring process to ensure all information is properly reported and in compliance with applicable laws and regulations.

E. OTHER RECOMMENDATIONS

Our overtime audit was conducted specifically to address the objectives identified above in Section B, Objective and Scope of Overtime Audit. As a result of our audit, we've presented management with recommendations for operational and efficiency improvements. The recommendations below may not be direct results of a finding or exception, but should be considered by the City for implementation to improve controls or operations. The City should also consider the costs and related benefits in implementing these recommendations. Our recommendations are as follows:

Centralized Payroll Department

The overtime audit considered all departments within the City that utilize overtime. During our interviews with City staff, it was determined that the payroll function was de-centralized, in which the Police Department, Fire Department and Miscellaneous (referred to all other departments that do not fall under the Police or Fire Department) processed and monitored their own payroll as well as maintaining their own payroll records. Having a decentralized payroll system increases the risk of errors or fraud since it generally does not have the same level of oversight as a centralized function.

We recommend that the City re-evaluate whether a de-centralized payroll system is the ideal system for the size and complexity of the City. We recommend that the Payroll Administration Department ultimately be responsible and oversee all functions of payroll, including payroll and overtime at the Police and Fire Departments. The level of oversight involvement by the Payroll Administration Department should be discussed and ultimately determined.

Development of an Overtime Monitoring System

Currently, the City does not have a formal overtime administration and monitoring policy that outlines how overtime should be administered, utilized and monitored. Individual departments are currently monitoring their own overtime usage but do not formally report the results to an oversight department. Cities the size of Oxnard benefit from having a designated person responsible for the administration, utilization, monitoring and oversight of overtime usage as well as compliance with the City's policies and procedures related to payroll.

We recommend that the City invest the resources to hire an additional personnel in the Payroll Department to specifically oversee the use of overtime. The responsibilities of this position should include pay period monitoring of the City's overtime usage by department, compliance with overtime approval policies, evaluating incurred overtime costs compared to budgeted amounts, working with individual departments to identify the source of labor shortages and proactively providing timely solutions. The overtime cost savings should more than pay for the cost of such a position.

Retention of Payroll Records

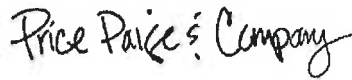
During our audit, we conducted various tests including testing of internal control procedures related to the use of overtime. As part of that process, we requested employee timesheets. It was noted that the Fire Department did not maintain payroll records prior to the most recent two years available. As a result, payroll records dating June 30, 2015 and prior were not available for our review. We expanded our testing selections to include the years in which information was available.

The Fire Department should adhere to the City's document retention policy to ensure all relevant financial information is properly retained. The development of a more centralized payroll system in which one department has access to all the information should reduce the risk of non-compliance with the City's documentation retention policies.

We did not perform a financial audit, the objective of which would be the expression of an opinion on the City's specified records, accounts or items. Accordingly, we do not express such an opinion. The scope of our audit was limited to an analysis of the financial information reviewed, research of public information and statistics available, and information obtained from other municipalities and discussions with City management and department personnel. Had we performed additional procedures, other matters may have come to our attention which we would have reported to you.

This report was prepared specifically for use by the Finance and Governance Committee of the City, City Council and management of the City, and was not prepared in consideration of other potential users of the report.

Respectfully submitted,



Price Paige & Company
Internal Auditors of the City of Oxnard

APPENDIX POLICE DEPARTMENT OVERTIME CODES

Bureau Codes

FS Field Services, ADM Administrative Services, INV Investigative Services.

Detail Codes

D Day Watch, E Evening Watch, M Morning Watch, SF Storefront, BC Beat Coordinator, T Traffic, CG Crossing Guard, AC Animal Control, B Booking, C Communications, R Records, WP Word Processing, P Property / Evidence, K9 Canine, SEU Special Enforcement Unit, YS Youth Services, CA Crime Analysis, N Narcotics, NTF VCAT, DF Fraud Detail, G Graffiti Detail, DR Robbery Detail, BUR Burglary, AT Auto Theft Detail, DG General Assignment Detail, MC Major Crimes Detail, SA Sexual Assault Detail, DV Domestic Violence Detail, INTEL Intel Officer Detail, GANG Gang Investigation Detail, CSI Crime Scene Inv, TR Training, IA Internal Affairs, TS Technology Services, FS Financial Services.

Activity Codes

Patrol

- 101 Call Volume Hold Over
- 102 Report Writing (Not in Field Training)
- 103 Investigate Case Hold Over

Backfill

- 110 POST Training
- 111 Non POST Training
- 112 IOD
- 113 Sick Leave
- 114 Vacation
- 115 Vacant Position
- 116 PRO (Post Release Offender)

K9

- 120 Training
- 121 Callout

SWAT / HNT

- 125 Training
- 126 Callout
- 127 Other

Enforcement Details

- 130 Gang Enforcement
- 132 Bike Patrol
- 133 Central Business District
- 134 Beat Problem
- 135 Seabridge – CFD
- 136 Riverpark – CFD
- 137 Other

Training

- 145 POST Training – Reimbursed
- 146 Non POST Training – Not Reimbursed
- 147 Field Training – FTO
- 148 Field Training – Trainee
- 149 Bike Team
- 150 Range – Attendance / Qualify
- 151 Pre-field Training
- 152 Pre-Academy
- 157 Other

Academy

- 160 Instruction
- 161 Attending Police Academy (Trainees)

Range

- 163 Patrol Ranges – Supervision/Instruction
- 164 SWAT/ Sniper Ranges
- 165 Pre/POST – Academy Training
- 168 Weapon Maintenance
- 171 Bookkeeping/Inventories/Ordering
- 172 General Equipment Maintenance
- 173 Other

Security

- 175 City Council Meeting
- 179 Other Security Detail

Traffic

- 184 Saturation
- 185 Checkpoints
- 186 Enhanced Enforcement
- 187 Callouts
- 188 Court Sting
- 189 Warrant Service
- 190 Grant Management
- 191 DRE

Special Events

- 193 California Strawberry Festival
- 194 Salsa Festival
- 195 Santa to the Sea
- 196 Fiestas Patrias
- 197 Cinco de Mayo
- 198 Football Training Camp
- 199 Special Event – Other

Investigative Detail

- 201 Investigative Callout
- 202 Investigation After Shift

Surveillance

- 210 Surveillance
- 211 Electronic Surveillance (T3)

Warrants/Searches

- 220 Search Warrant Service
- 221 Arrest Warrant Service
- 222 Warrant Preparation
- 224 Other

Court

- | | |
|---|---|
| <ul style="list-style-type: none"> 310 Preliminary Hearing 311 Traffic Court 312 Motions 313 Misdemeanor Trial 314 Felony Trial 315 Grand Jury 316 Parole Hearing 317 DMV Hearing | <p style="text-align: center;"><u>Testified</u></p> <ul style="list-style-type: none"> 320 Preliminary Hearing 321 Traffic Court 322 Motions 323 Misdemeanor Trial 324 Felony Trial 325 Grand Jury 326 Parole Hearing 327 DMV Hearing 328 Standby 329 District Attorney Meeting |
|---|---|

Records

- 350 Shift Coverage
- 351 Holiday
- 352 Callout
- 353 Word Processing/Data Entry
- 354 Purging/Destruction
- 355 Training
- 356 Other

Communications Center

- 401 Vacant Shift
- 402 Cover Time Off
- 404 Cover Sick Time Off
- 405 Cover Emergency Time Off
- 406 Training
- 409 Meeting
- 410 Special Event Overstaff
- 413 Hold Over/In Early

Miscellaneous

- 501 Assist Other Agency
- 503 Honor Guard Detail
- 504 Internal Investigations
- 505 Youth Services
- 506 PAL Activity
- 507 Recruitment
- 512 Other
- 513 Explorers
- 514 Holiday
- 515 Booking
- 516 Financial Services
- 517 Jury Duty

Meetings

- 520 Community
- 521 Sergeant
- 522 Beat
- 524 Staff
- 525 FTO
- 527 Other

Information Technology

- 530 Assist Fire Department
- 531 Emergency
- 532 Planned
- 533 Other

Animal Control

- 540 Shelter
- 541 Shift Coverage
- 542 On Call
- 543 Other

**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT****REPORTS
AGENDA ITEM NO. D.1**

DATE: May 26, 2020

TO: Finance & Governance Committee

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: City's Response to the Internal Audit Overtime. (10/10/5)

RECOMMENDATION

That the Finance and Governance Committee receive the report and recommend to the City Council that they receive and file the City's response to Price Paige and Company's Overtime Usage Audit Report presented to the Committee on March 24, 2020.

BACKGROUND

On March 24, 2020 the Committee received an overtime report presented by Price Paige and Company. Within the report were a total of seven recommendations. This item provides the City's response to each of those recommendations.

Hire versus Overtime Analysis**Auditor Recommendation**

The Police and Fire Departments utilize a significant amount of overtime to back fill positions (due to vacancy, vacation, sick, etc.). The high use of overtime indicates that there is a shortage of staff available to fill vacant or open positions. Both departments should conduct a hire versus overtime analysis to determine what is most cost effective as the cost of hire may be less costly than the high use of overtime. The Police and Fire Departments should conduct this analysis on the top positions to determine what the ideal balance is for vacant positions. In addition, both Departments should work in conjunction with the Human Resources Department of the City to fill these positions as quickly as possible to minimize the use of overtime.

City Response

The City agrees with the recommendation. The City's entire workforce experiences levels of turnover every year due primarily to retirements, and police and fire are no exception. However, police and fire safety personnel are very different when it comes to the recruitment and training of those personnel. The hiring and training cycle for the two departments are driven largely by legal requirements which apply to every police and fire department in the State.

Whereas it may take on average 120 days to recruit and hire a non-safety employee in a recruitment that is not considered a "hard to fill" recruitment, public safety positions can take upwards of 20 months from the time a candidate applies for the position to the point where they are available to work independently. It is not until such time as the employee can work independently that the impact to overtime usage is eliminated. In that

intervening period, overtime is often used in the training of that employee.

In regards to the Police Department, the City is constantly recruiting to fill vacant police officer positions. There are no police officer positions that are held back if viable candidates are found. The overtime analysis made in the recommendation pertains primarily to the Fire Department. The Fire Department holds positions to hire so that they may reach an economy of scale when it comes to running a recruitment and holding a Fire Academy. Fire Academies are developed and held by personnel in the Fire Department and overtime is needed to offset staff coming off suppression shifts to teach in the academy.

Memorandum of Understandings and Productive Time

Auditor Recommendation

Some of the City's memorandum of understandings with different unions allow for vacation, sick and other similar time off to be counted as productive hours, in which overtime is then applicable if an employee exceeds a certain work hour threshold based on applicable laws and regulations. For certain classes of employees, if vacation is taken and the employee returns to work, overtime premiums may be required due to vacation and sick time being considered productive hours if the applicable thresholds are exceeded. The inclusion of vacation and sick time as productive hours in the computation of overtime appears to be a standard practice and typically include in the MOUs with different unions. We recommend that the City evaluates whether continuing with such a policy is prudent.

City Response

The City agrees with the recommendation. In a prior MOU the City agreed to include sick leave and vacation as time worked for purposes of calculating overtime on time worked. Under State law the City may only eliminate this benefit through an agreement with the Unions. Absent an agreement the City is unable to make a unilateral change to the Union contract.

Highest and Best Use Approach

Auditor Recommendation

Departments within the City manage their own overtime usage, which includes determining how staffing arrangements are handled when overtime is needed. There may be instances in which the departments employ a rank-for-rank approach, in which a position that is vacant is filled with an equally qualified candidate. It may also give more tenured or seasoned employees the first opportunity to work overtime as an incentive. This approach may inadvertently and adversely impact the City's resources. All Departments within the City should consider implementing a highest and best use approach where appropriate. Under the highest and best use approach, a vacant position would be filled with a lower ranking position employee who is "as qualified" for the position or, at the maximum, an employee who is of equal rank. Allowing more tenure employees to fill a vacant position that's of lower rank through the use of overtime increases the total cost to fill those positions due to higher salaries and pay rates. Allowing employees of a lower rank that are qualified to fill in a higher rank vacant position would provide them with invaluable experience and professional growth. The City and individual departments should research whether such an approach is in line with applicable laws and regulations and beneficial to the City.

City Response

The City disagrees with the recommendation. Employees who are in the same classification as the employee who is absent are offered the overtime work. To do this, departments may either allow employees who are in the same classification to show interest in the shift or the department may assign the overtime through the use of a seniority list. Both processes are detailed in the relevant Memorandum of Understanding with the Unions. If a shift is unable to be covered by an employee who is in the same classification as the vacant shift, then the

department(s) may use a lower level classification provided that the employee in the lower classification qualifies. When an employee of a lower rank is used their pay is increased to be within the range of the higher level classification that they are working.

Auditor Comment

Based on the work performed in the overtime audit, while the approach in the City's response might be the policy, the actual practice may differ. An example of this would be when reviewing the total number of overtime an employee works. In our audit of public safety, we noted a very high number of overtime hours worked for specific individuals, year over year. If the approach as outlined by the City above was applied in practice, it would be expected that there's a more balanced level of overtime for all staff rather than specific individuals (unless they were the ONLY ones available as a replacement which appears unlikely).

Our recommendation is to consider the benefits of employing the highest and best use when appropriate, and the City must also consider the potential impact on union groups. There may be classes of positions who aren't union and this approach may be beneficial.

Cost of Compensatory Time

Auditor Recommendation

Establish Compensatory Time Carryover Limits In Accordance With FLSA Guidelines.

The City should consider adopting the compensatory carryover limit policy to be more in line with FLSA guidelines. The current policy allows for employees to carry over compensatory balances above and beyond the maximum thresholds established by FLSA. Reducing the carryover limit, as well as paying those balances out on periodic basis, should reduce the potential for these employee liabilities to increase year over year.

City Response

The City agrees with the recommendation. The current policy and practice is that employees are not able to accrue compensatory time off above the legal threshold provided for under the Federal Fair Labor Standards Act (FLSA). The maximum threshold for public safety is 480 hours. It is acknowledged that within the time frames the audit occurred that some public safety employees had been allowed to exceed the 480 hour limit, however since July 2019 this practice has been discontinued.

With regards to periodically paying these balances out, two of our non-safety employee contracts have provisions where the full leave banks are paid out in June of every year. The City will need to negotiate similar language with its public safety contracts when those contracts are up for renegotiation in 2021.

Centralized Payroll Department

Auditor Recommendation

The overtime audit considered all departments within the City that utilize overtime. During our interviews with City staff, it was determined that the payroll function was de-centralized, in which the Police Department, Fire Department and Miscellaneous (referred to all other departments that do not fall under the Police or Fire Department) processed and monitored their own payroll as well as maintaining their own payroll records. Having a decentralized payroll system increases the risk of errors or fraud since it generally does not have the same level of oversight as a centralized function. We recommend that the City re-evaluate whether a decentralized payroll system is the ideal system for the size and complexity of the City. We recommend that the Payroll Administration Department ultimately be responsible and oversee all functions of payroll, including payroll and overtime at the Police and Fire Departments. The level of oversight involvement by the Payroll Administration Department should be discussed and ultimately determined.

City Response

The City agrees with the recommendation. As part of the Enterprise Resources Planning System (ERP) the City is currently implementing Executime, a new timekeeping system which will result in electronic time sheets that all employees will complete and which will be signed off electronically by supervisors and managers. This new system will be the repository of all time keeping records which will be maintained in accordance with City policy as well as State and Federal laws. This system will also centralize all payroll functions.

Development of an Overtime Monitoring System

Auditor Recommendation

Currently, the City does not have a formal overtime administration and monitoring policy that outlines how overtime should be administered, utilized and monitored. Individual departments are currently monitoring their own overtime usage but do not formally report the results to an oversight department. Cities the size of Oxnard benefit from having a designated person responsible for the administration, utilization, monitoring and oversight of overtime usage as well as compliance with the City's policies and procedures related to payroll. We recommend that the City invest the resources to hire an additional personnel in the Payroll Department to specifically oversee the use of overtime. The responsibilities of this position should include pay period monitoring of the City's overtime usage by department, compliance with overtime approval policies, evaluating incurred overtime costs compared to budgeted amounts, working with individual departments to identify the source of labor shortages and proactively providing timely solutions. The overtime cost savings should more than pay for the cost of such a position.

City Response

The City agrees with the recommendation. One of the components of the Enterprise Resources Planning System (ERP) is a reporting tool that will allow the City to track and report on City finances including such items as overtime usage. Once implemented, departments will be able to see and track overtime use to ensure that they remain within budget. In regards to biweekly time sheet reporting, the City is anticipating that this summer we will be moving to Executime which will ensure that overtime is only paid out when required under the relevant Memorandum of Understanding and/or State or Federal law.

Retention of Payroll Records

Auditor Recommendation

During our audit, we conducted various tests including testing of internal control procedures related to the use of overtime. As part of that process, we requested employee timesheets. It was noted that the Fire Department did not maintain payroll records prior to the most recent two years available. As a result, payroll records dating June 30, 2015 and prior were not available for our review. We expanded our testing selections to include the years in which information was available. The Fire Department should adhere to the City's document retention policy to ensure all relevant financial information is properly retained. The development of a more centralized payroll system in which one department has access to all the information should reduce the risk of non-compliance with the City's documentation retention policies.

City Response

The City agrees with the recommendation. The City is currently in the process of implementing Executime which will result in electronic time sheets that all employees will complete and which will be signed off electronically by supervisors and managers. This new system will be the repository of all time keeping records which will be maintained in accordance with City policy as well as State and Federal laws.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Overtime Report Presentation

Internal Audit of Overtime City Staff Response

June 16, 2020

1

Hire Versus Overtime Analysis

- Auditor Recommendation
 - Departments should perform an analysis to determine when it is more cost effective to hire new employees than utilize overtime.
- City Response – City agrees with the recommendation
 - Within the Police Department the City is always in the process of hiring replacement officers.
 - Vacancies are held within the Fire Department until an economies of scale is reached to hold a Fire Academy.

2

MOU and Productive Time

- Auditor Recommendation
 - Eliminate allowing unproductive time such as vacation and sick leave to be considered as time worked when calculating overtime.
- City Response – City agrees with the recommendation
 - The City will need to negotiate the elimination of this benefit with the City's bargaining units.

3

Highest and Best Use Approach

- Auditor Recommendation
 - When a position is vacant the department should fill from a lower rank provided the employee is qualified or from the same rank as the vacancy.
- City Response – The City disagrees
 - When a position is vacant the department offers the overtime to employees in the same classification as the vacant position. If the shift is unable to be covered by an employee in the same classification, some departments will then offer the shift to a lower level employee who qualifies for the higher classification.
 - Changes to this process would be subject to meeting with Unions.

4

Cost of Compensatory Time

- Auditor Recommendation
 - Adopt compensatory overtime limits in line with the Fair Labor Standards Act (FLSA)
- City Response – City agrees with the recommendation
 - The legal maximum for public safety under the FLSA is 480 hours. The City has enacted those limits in its payroll system.
 - The limits for non-safety has been 100 hours pursuant to the MOU's and the City has stayed within those limitations paying out the hours at the end of the fiscal year.

5

Centralized Payroll Department

- Auditor Recommendation
 - Centralize the City's payroll system given the size and complexity of the City.
- City Response – City agrees with the recommendation
 - The City is currently in the process of implementing a new timekeeping system.

6

Development of Overtime Monitoring System

- Auditor Recommendation
 - Create a position with the responsibility to monitor and evaluate departments overtime usage so that trends in overtime use may be proactively identified.
- City Response – City agrees with the recommendation
 - The City is in the process of implementing the Enterprise Resource Planning System (ERP) which contains reporting capability to track expenditures such as overtime usage.

7

Retention of Payroll Records

- Auditor Recommendation
 - Develop a more centralized payroll system to ensure compliance with City's Centralize the City's payroll system given the size and complexity of the City.
- City Response – City agrees with the recommendation
 - With the implementation of the new timekeeping system all documentation will be housed electronically within the system which centralizes the function to payroll.

8

Next Steps

Once the report is recommended for approval by the Finance and Governance Committee, the combined audit report and City responses will be presented to Council in a future meeting.

9

Questions?

10



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (4:30 PM)
AGENDA ITEM NO. C.2

DATE: June 16, 2020

TO: City Council

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

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2020-2025. (15/20/10)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Fiscal Year 2020-21 projects to be selected from the Proposed 2020-2025 City of Oxnard Five Year Capital Improvement Program ("CIP"); and
2. Adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program.
(Public Works and Transportation Committee approved 2-0-1)

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonably anticipated construction and repair needs over the next five years. The City's CIP contains projects to restore city facilities, and each project must have a cost of \$100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 200 projects listed, and the total cost of all projects, not including prior appropriations, is approximately \$470 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects included in the CIP are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five-year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise.

A CIP is a five-year projection and plan. It is possible that next year there may be delays in planned projects or that new projects could be added as unforeseen circumstances arise.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- **Aging Infrastructure:** The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good

condition.

- **Competing Costs:** The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- **Deferred Maintenance:** Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- **Unassessed Capital Deficiencies:** An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- **Lack of dedicated funding:** Capital improvements are financed using cash (pay-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- **Priority 1 (Health and Safety):** These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- **Priority 2 (Asset Preservation):** These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- **Priority 3 (New or Expanded Services):** These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- **Grant Funding:** If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund or Measure O.
- **Urgency:** Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- **Staff Capacity:** Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- **Project Balance:** There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to balancing competing concerns.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.
2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.
3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed independent cost estimates to ensure the accuracy of the provided estimates.
4. Staff updated the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.
5. Staff presented the CIP projects to the Planning Commission on May 7th, 2020. In accordance with Section 65401 of the Government Code, the Planning Commission found all new CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report. Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

The task of the Public Works and Transportation Committee was to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee has recommended, and the Council is approving for funding, are those in 2020-21. The projects' identified funding for FY 2020-21 will be integrated into the City's 2020-21 budget. Projects in subsequent fiscal years will return for funding consideration in future annual CIP documents.

Of the projects proposed for FY 2020-21, the City has identified funding to complete such projects, other than projects listing the General Fund or Measure O; the steep recession caused by the COVID-19 pandemic has depleted reserves, and sharply reduced ongoing revenue, in both the General Fund and the Measure O Fund to the point that no funding is available for new CIP projects in FY 2020-21 in either fund. If and when the Federal and/or State governments provide replenishment funds, General Fund and Measure O Fund CIP projects listed in this document for implementation in FY 2021-22 or later could be accelerated to FY 2020-21. Review and approval by City Council would be required for such an acceleration.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct fiscal impact with the adoption of the Proposed 2020-2025 Five-Year CIP. The CIP provides a full fiscal presentation of capital projects planned to be undertaken in the next five (5) years, provided funding is available. The projects that Council identify and approve to be adopted in the CIP for FY 2020-21 will be presented for adoption during the City's budget approval process in June.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0-1 (Councilmember Bryan MacDonald abstained due to a potential conflict) on May 26, 2020, to approve the staff recommendation and to forward the item for Council

approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. PC Resolution 2020-08
2. Proposed CIP 2020-2025 placeholder
3. CIP 2020-2025 PowerPoint

RESOLUTION NO. 2020-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT ALL OF THE PROJECTS IN THE PROPOSED 2020-2025 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ARE IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the City of Oxnard proposes to adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program (the “CIP”); and

WHEREAS, the CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuing fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the CIP is not a project subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency may have a significant impact on the environment.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed CIP and finds that all of the projects within that CIP conform with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED and ADOPTED by they Planning Commission of the City of Oxnard on this 7th day of May, 2020, by the following vote:

Deidre 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 this 7th day of May 2020, and carried by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:

Scott Kolwitz, Secretary

Our Assets, Our Safety, Our Future

2020-2025 City of Oxnard
Five Year Capital Improvement Program



Adoption of the City of Oxnard Capital Improvement Program Fiscal Years 2020-2025

City Council
June 16, 2020

Tatiana Arnaout
City Engineer



RECOMMENDATION

That the City Council approve and authorize:

1. The Fiscal Year 2020-21 projects to be selected from the Proposed 2020-2025 City of Oxnard Five Year Capital Improvement Program ("CIP"); and
2. Adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program.

PURPOSE

1. Overview of the Capital Improvement Program (CIP)
2. Summary of CIP Fiscal Years (FY) 2020-25 New Projects
3. Accomplishments of FY 2019-20 CIP



OXNARD
CALIFORNIA

WHAT IS A CAPITAL IMPROVEMENT PROGRAM (CIP)?

CIP is the City's plan - in this case for 5 years - to build or restore our facilities. The CIP does not address maintenance work. Examples of projects include:

1. Construction and major alterations of buildings
2. Information technology (IT) hardware
3. Pipeline replacement
4. Playground structure replacement
5. Street rehabilitation
6. Traffic signal hardware installation
7. Wastewater Treatment Plant electrical work

WHAT PROJECTS QUALIFY?

In order for a project to qualify for the CIP, it must meet the following two criteria:

1. It consists of construction, erection, alteration, renovation, improvement, demolition or repair work involving any City-owned facility;

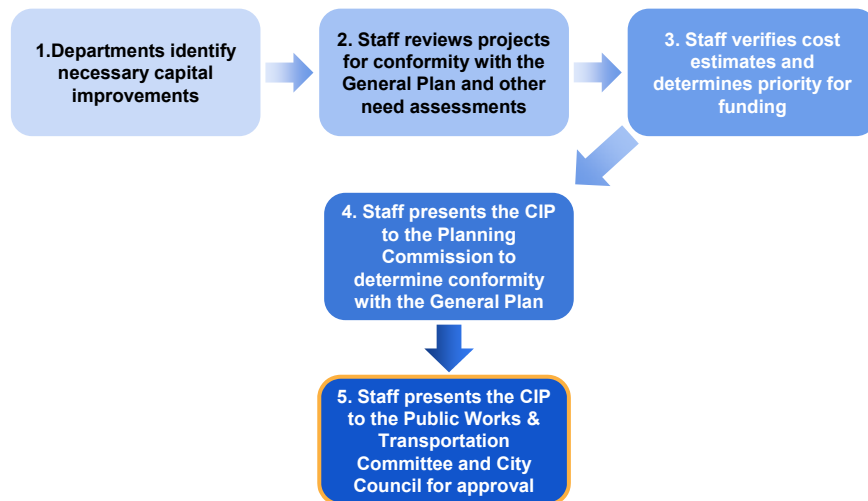
and

2. It is a project that costs at least \$100,000

Note:

Studies and rolling equipment purchases do not qualify under the CIP.

THE CIP PROCESS



CIP ORGANIZATION

CIP highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices by:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

Projects are organized into six categories:

1. Buildings
2. Information technology (IT)
3. Parks and open space
4. Seawalls
5. Transportation and drainage
6. Utilities

CIP PROJECT SHEET LAYOUT

The project sheets include, per project:

1. The project title
2. Location
3. Council district(s) impacted (or a project may have citywide benefit)
4. Project description
5. Purpose and need
6. Relevant category and goal of the General Plan
7. Fiscal years the project will span
8. Funding source and cost estimate
9. Priority level
10. Name, photo and contact information for the Project Manager

OXNARD: Preserving the City's Assets		Capital Improvement Program 2019-24	229											
Existing Desalter Upgrades		Utilities												
251 South Hayes Street Council District(s): Citywide														
Project Description: Repair and replacement of existing equipment, including replacement of membranes (required every five to seven years) and installation of valves and actuators to allow clean-in-place automation. Discharge piping improvements are also required.														
Purpose and Need: The City's existing desalter requires upgrades to maintain continuous operation and extend the life of the asset.														
General Plan Consistency: Category: Infrastructure and Community Services Goal#: ICS-1 Provision of adequate facilities and services that maintain service levels with adequate funding.	<table border="1"> <thead> <tr> <th colspan="2">Funding Source</th> </tr> <tr> <th>Fund Type</th> <th>Fund Amount</th> </tr> </thead> <tbody> <tr> <td>Water Operating Fund</td> <td>\$600,000</td> </tr> <tr> <td>TOTAL</td> <td>\$600,000</td> </tr> </tbody> </table>			Funding Source		Fund Type	Fund Amount	Water Operating Fund	\$600,000	TOTAL	\$600,000			
Funding Source														
Fund Type	Fund Amount													
Water Operating Fund	\$600,000													
TOTAL	\$600,000													
Fiscal Years: FY2020-21 FY2021-22	<table border="1"> <thead> <tr> <th colspan="2">Funding Priority Level</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> </tr> </thead> <tbody> <tr> <td></td> <td>2</td> <td></td> </tr> <tr> <td colspan="3">Asset Preservation</td> </tr> </tbody> </table>			Funding Priority Level		1	2	3		2		Asset Preservation		
Funding Priority Level														
1	2	3												
	2													
Asset Preservation														
 Responsible Staff Member: Omar Ortiz Title: Project Manager Phone: (805) 805-385-7832 Email: Omar.Ortiz@oxnard.org														

DISCUSSION

Impacts to General Fund and Measure O CIP Projects Due to COVID-19

The steep recession caused by the COVID-19 pandemic has depleted reserves, and sharply reduced ongoing revenue, in both the General Fund and the Measure O Fund to the point that no funding is available for new CIP projects in FY 2020-21 in either fund. Additionally, we were already going through the exercise of weaning off of Measure O for CIP.

If and when the Federal and/or State governments provide replenishment funds, CIP projects listed in this document for implementation in FY 2021-22 or later could be accelerated to FY 2020-21.

FY 2020-25 CIP NEW PROJECTS



FY 2020-25 CIP NEW PROJECTS

BUILDINGS

Project Title	2020-25 CIP Page
Emergency Operations Center (EOC) Renovation	46
Navigation Center	53
Oxnard Transit Center Improvements	55
Police Station Emergency Backup Generator	57
River Ridge Clubhouse Roofing Replacement and Exterior Improvements	58



FY 2020-25 CIP NEW PROJECTS

PARKS & OPEN SPACE



Basketball Court Resurfacing

Project Title	2020-25 CIP Page
Basketball Court Resurfacing	73
Campus Park Activation	74
Greenbelt LMD 43 Lighting Replacement	81
Seabridge Lighting Replacement	87

FY 2020-25 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Project Title	2020-25 CIP Page
4 th Street Mobility Improvements	95
C Street Resurfacing	106
Commercial Central Neighborhood Street Resurfacing - Phase II	118
Courtland Street Resurfacing	121
Cypress Gardens Neighborhood Street Resurfacing	122



FY 2020-25 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE



Project Title	2020-25 CIP Page
Cypress Road and Arcturus Avenue Street Resurfacing	123
Del Norte Boulevard Street Resurfacing - Phase I	124
Del Norte Boulevard Street Resurfacing - Phase II	125
Doris Avenue Street Resurfacing Phase II	129
East Ventura Blvd Street Resurfacing	131

FY 2020-25 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Project Title	2020-25 CIP Page
Edison Drive Street Resurfacing	134
El Rio West Neighborhood Street Resurfacing	135
Five Points Northeast Neighborhood Street Resurfacing - Ph II	139
Mandalay Beach Road Street Resurfacing	156
Oxnard Dunes Neighborhood Street Resurfacing	163



Edison Drive Street Resurfacing

FY 2020-25 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE



Rice Avenue Commercial Area

Project Title	2020-25 CIP Page
Pacific Avenue Commercial Neighborhood Street Resurfacing Phase II	164
Pacific Avenue Street Resurfacing	165
Perkins Road Street Resurfacing	167
Rice Avenue Commercial Area Neighborhood Street Resurfacing	172
Rose Avenue Street Resurfacing Phase II	177

FY 2020-25 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Project Title	2020-25 CIP Page
Saviers Road Street Resurfacing Phase II	180
Teal Club Road Street Resurfacing	186
Village East Neighborhood Street Resurfacing	132
Village West Neighborhood Street Resurfacing	193
Water Campus Paving	195
Arterial Street Cast Iron Pipe Replacement	204



Village East Neighborhood Street Resurfacing

FY 2020-25 CIP NEW PROJECTS

UTILITIES



Lift Station No. 24 Improvements

Project Title	2020-25 CIP Page
Arterial Street Cast Iron Pipe Replacement	204
AWPF Total Organic Carbon (TOC) Analyzer	210
Hobson Park East Neighborhood Cast Iron Pipe Replacement	229
Kamala Park Neighborhood Cast Iron Pipe Replacement	231
Lift Station No. 24 Improvements	233

FY 2020-25 CIP NEW PROJECTS

UTILITIES

Project Title	2020-25 CIP Page
OWTP 3W Variable Frequency Drives (VFD) Replacement	240
OWTP Biosolids Thickener Rehabilitation	241
OWTP Headworks Variable Frequency Drives (VFD) Replacement	242
OWTP Primary Odor Control	243
Wastewater System SCADA Improvements	257



FY 2019-20 ACCOMPLISHMENTS

32
Projects

In Design Phase

14
Projects

In Bid Phase

Completed
(or in Construction)

19
Projects
\$27.8M
Total

The following slides will highlight a few completed projects from FY 2019-20 as well as provide the full list of the completed projects.

EXAMPLES OF FY 2019-20 COMPLETED PROJECTS

Project Name: Fire Station No. 6 Roof Replacement

Description: Replace existing roof and wood siding at Fire Station No. 6



EXAMPLES OF FY 2019-20 COMPLETED PROJECTS

Project Name: Flashing Beacon Pedestrian Beacon Installation

Description: Install rectangular rapid flashing beacons at various locations



EXAMPLES OF FY 2019-20 COMPLETED PROJECTS

Project Name: Route 23 Bus Stop Installation

Description: Install bus stops at multiple locations on Route 23 along Ventura Road

**EXAMPLES OF FY 2019-20 COMPLETED PROJECTS**

Project Name: Channel Islands Blvd Street Resurfacing

Description: Resurface the entire length Channel Islands Blvd within the City limits



EXAMPLES OF FY 2019-20 COMPLETED PROJECTS

Project Name: Bryce Canyon North & South/ Fremont North Neighborhood Cast Iron Pipe Replacement

Description: Replace cast iron pipe with PVC pipe throughout the neighborhoods.



FY 2019-20 COMPLETED PROJECTS

The following is a list of the projects that were either completed or are currently in construction:

Category: Buildings			
Project Title	Project Description	Value	Completion Date
Civic Center East Wing Elevator Upgrade	Replace and upgrade elevator components and bring up to current building ADA standards	\$196,300	July 2019
Fire Station Generator Installation	Replace emergency generators at 4 fire stations	\$150,099	August 2019
Fire Station 5 Roof Replacement	Roof replacement at Fire Station 5	\$110,169	January 2020
PAL Gymnasium South Wing Roof Repair	Remove and replace roofing and associated work on the South wing of PAL gymnasium	\$206,491	May 2020
Fire Station 6 Roof Replacement	Roof and wood siding replacement at Fire Station 6	\$377,271	May 2020

FY 2019-20 COMPLETED PROJECTS

Category: Seawalls

Project Title	Project Description	Value	Completion Date
Pilaster Jacket Repairs at Mandalay Bay Seawalls	Repair several concrete pilasters on Boise type walls with a concrete jacket	\$634,000	Anticipated July 2020

Category: Transportation & Drainage

Project Title	Project Description	Value	Completion Date
Channel Islands Blvd Street Resurfacing	Street resurfacing along Channel Islands Blvd from S. Harbor Blvd to S. Victoria Ave and S. Ventura Blvd to S. Rice Ave	\$2,995,295	July 2019
Vineyard Avenue Street Resurfacing	Street resurfacing along Vineyard Ave and North Patterson Rd from Gonzales Ave to Oxnard Blvd	\$2,656,121	July 2019

FY 2019-20 COMPLETED PROJECTS

Category: Transportation & Drainage

Project Title	Project Description	Value	Completion Date
Auto Center Commercial Area Resurfacing	Street resurfacing along Rose Avenue east of US 101, Auto Center Drive, Ventura Boulevard south of Rose Avenue, Collins Street south of Rose Avenue, Via Estrada, Paseo Mercado, Los Olivos and Ogden Court.	\$1,580,106	October 2019
Storm Drain Catch Basin Trash Excluder Phase II	Furnish and install fabricated vertical insert trash excluders in SD catch basins located throughout the City	\$83,000	October 2019
Citywide Asphalt Concrete Digout and Repair	6-Inch asphalt concrete digout and repair at various locations throughout the City	\$182,531	December 2019
Route 23 Bus Stop Installation	Install bus stops at multiple locations on Route 23 along Ventura Rd	\$765,295	March 2020

FY 2019-20 COMPLETED PROJECTS

Category: Transportation & Drainage

Project Title	Project Description	Value	Completion Date
Flashing Pedestrian Beacon Installation	Install new pedestrian crossing flashing beacons and signage along with ADA improvements and crosswalks in various locations throughout the City	\$540,582	April 2020
Rose Avenue/Gary Drive New Traffic Signal	Install new traffic signal and pedestrian ADA improvements and crosswalks at the intersection of Rose Avenue & Gary Drive by Oxnard College.	\$678,072	May 2020
Thin Maintenance Overlay - Phase II	Street resurfacing and preventative maintenance along 78 lane miles throughout the City	\$6,550,000	Anticipated September 2020

FY 2019-20 COMPLETED PROJECTS

Category: Utilities

Project Title	Project Description	Value	Completion Date
OWTP Cogeneration Refurbishment	Refurbish the third and final cogeneration engine at the Oxnard Wastewater Treatment Plant	\$499,632	January 2020
Water Campus Fencing Replacement	Remove and replace the perimeter fence between the Water Campus and railroad right-of-way.	\$41,511	January 2020
OWTP Emergency Repairs	Replace the existing belt filter presses, lab HVAC system and clarifiers. Also, construct a new chemically enhanced primary treatment (CEPT) system	\$4,842,300	Anticipated July 2020
Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement	Replace cast iron pipe with PVC throughout Bryce Canyon North/South and Fremont North neighborhoods	\$4,643,679	Anticipated September 2020

FINANCIAL IMPACT

The only projects that the Council is approving for selection, are those in FY 2020-21.

No direct fiscal impact with the adoption of the Proposed 2020-2025 Five-Year CIP.

CIP provides a full fiscal presentation of capital projects planned to be undertaken in next five (5) years, provided funding is available.

Projects that Council identify and approve to be adopted in the CIP for FY 2020-21 will be presented for adoption during the City's budget approval process in June.

QUESTIONS?



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (4:30 PM)
AGENDA ITEM NO. C.3

DATE: June 16, 2020

TO: City Council, Housing Authority

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Impact Fee Loan Agreement and Resolution for Las Cortes Phase III. (10/5/5)

RECOMMENDATION

1. That the City Council approve and authorize the Mayor to execute a loan agreement with A0592 Oxnard, L.P., a California limited partnership in the amount of \$1,916,880 for deferred impact fees related to the development of the Las Cortes Phase III affordable housing project (Agreement No. A-8226).
2. That the Housing Authority Board of Commissioners adopt a resolution approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 to allow for a decrease the number of units developed in Phase III of Las Cortes and an increase in the number of units developed in Phase IV.

BACKGROUND

Colonia Village, also known as The Courts, is a 260-unit public housing development generally located along First Street between Rose Avenue and Marquita Street in Oxnard ("Property"). This development was originally constructed in 1952. Due to the condition of the units, the Oxnard Housing Authority ("Authority") submitted an application (HUD Demolition and Disposition Application) to the United States Department of Housing and Urban Development ("HUD") requesting approval for the demolition and disposition of the Property in accordance with Section 18 of the U.S. Housing Act of 1937. The Authority received HUD's approval of such disposition in a letter from HUD dated March 20, 2008. That approval has subsequently been amended several times by HUD upon the Authority's request.

In September 2012, the Housing Authority Board of Commissioners authorized the execution of a Development Agreement between the Oxnard Housing Authority (Authority) and UHC 00558 Oxnard, L.P., a California Limited Partnership (Developer) for the revitalization of the former Colonia Village public housing units. Under this Development Agreement, the Developer is responsible for completion of Phase II and III of the revitalization plan for Colonia Village, which includes demolition of the 260 former public housing units and the development of replacement units on a 25 acre property owned by the Authority. The Development Agreement outlines the terms for development of each phase and conditions for the long-term ground lease of the Authority owned property by the Developer. Phase I was entitled separately and developed ahead of Phase II and III by the Authority and Las Cortes, Inc. (the City's non-profit affordable housing development entity) on an adjacent property. It consists of a 64-unit affordable housing development, known as Terraza de las Cortes, completed and fully occupied in 2015.

To date, the Developer has demolished 114 of the 260 former public housing units on site and completed development of Phase II of Las Cortes, consisting of 142 replacement units, plus two (2) units for resident managers. Las Cortes Phase II was completed in 2018 and was fully occupied by tenants on December 31, 2018. The majority of residents living at the remaining 146 units of the original Colonia Village Public Housing Project moved directly into Las Cortes Phase II upon completion of those units. In November 2019, permanent relocation of all residents still living at the remaining 146

Public Housing units was completed and there are currently no remaining residents housed in these units.

The Developer is currently arranging financing for the development of Phase III of Las Cortes consisting of the demolition of the remaining 146 public housing units and the construction of new new affordable rental units. Because the remaining 146 public housing units are dilapidated and could become an attractive nuisance and safety hazard, the Authority received authorization on January 21, 2020 from the Housing Authority Board of Commissioners for the immediate demolition of the existing public housing units prior to transferring the Property to the Developer. The Authority will provide the necessary funds, through an unsecured promissory note (pre-development) not to exceed \$2,500,000, to finance the demolition of the existing public housing units by Developer. The loan will be funded from the Authority's Non-HUD funds. The Developer is currently in process of obtaining a demolition permit.

DISCUSSION

While 129 units were previously planned for development under Phase III, the Developer is currently proposing to develop 107 replacement units and 2 manager's units (109 total units). The Developer has identified a plan to secure financing. The reduction of the number of units, will require the Housing Department to amend its Demolition and Disposition Application with HUD to reflect a reduction in the number of units being developed under Phase III, and an increase in the development of units in Phase IV from 44 units to 64 units.

Per the Development Agreement between the Authority and the Developer, up to 86 replacement units in Phase III are eligible for a waiver of impact fees. The project, however, has the ability to bring more funding to the project by actually incurring the fees based upon the current financing plan which includes 9% tax credits. By incurring these impact fees, the project adds costs eligible to receive tax credit funding. Staff is therefore recommending that City Council authorize the fees to be charged, but that the payment of such fees be structured as a cash residual note. This note would call for the fees to be paid with excess cash generated by operations of the project beginning the date the project is placed-in service. The projected impact fees subject to the request for deferral are expected to be \$1,916,880. This includes fees for 86 units, based on the City's current impact fees plus an additional 10% to account for minor changes that may occur during plan check or design. The Developer will pay impact fees for the remaining 23 units.

Should there be any variation in the calculated fees after the Impact Fee Agreement is executed the exact fee calculation will be determined at the time the building permits are issued and an amendment will be made to Impact Fee Agreement to reflect the actual fee amount. The project is structured as a partnership involving Las Cortes, Inc. (the City's non-profit affordable housing development entity) and UHC, forming the entity A0592 Oxnard, L.P.

The Oxnard City Council previously authorized the execution of an Impact Fee Loan Agreement on November 4, 2014 under Phase II of Las Cortes in lieu of waiving development impact fees for 142 of the replacement units built under that phase, at the request of the Developer, in order to increase funding for that phase of the project in the same manner as proposed under Phase III.

If awarded 9% tax credits, Phase III of Las Cortes may begin construction as early as January 2021 and complete construction in summer of 2022. The total estimated cost for development of Phase III is \$71,873,192. The completed development will include 107 affordable units restricted to households with annual gross incomes ranging from 30% to 60% of the Area Median Income (AMI) and two market-rate manager's units. It will include twenty-three one-bedroom units, seventy-four two-bedroom units, thirty-three three-bedroom units, and two two-bedroom manager's units. Onsite amenities will include a community center featuring a manager's office & leasing office, social service office, business center, club room with attached full-service kitchen, TV room, and centralized laundry facilities (two additional laundry facilities will also be offered on-site). Additionally, the center will have an attached outdoor courtyard and BBQ Patio.

The Developer's proposed financing plan is provided below:

Amount	Source of Funds
\$ 15,440,000	Permanent Loan

\$ 44,000,000	Tax Credit Proceeds from Investor (9%)
\$ 7,265,000	Oxnard Housing Land Contribution*
\$ 2,500,000	Oxnard Housing Authority **
\$ 1,916,880	Deferred Impact Fees (86 units)
\$ 751,312	Deferred Developer Fee
\$71,873,192	Total

*Long-term ground lease on Authority owned property authorized in the Development Agreement between the Developer and the Authority dated, September 2012.

**Promissory Note between the Authority and the Developer for demolition of 146 vacant housing units on the existing project site, approved by the Housing Authority Board of Commissioners on January 21, 2020.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

If approved, the loan for the impact fees for the project, expected to be \$1,916,880, would be deferred until the after the project is placed-in-service. Although this project is eligible for a fee waiver, the recommended action is to defer the fees rather than waive them.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Resolution
2. Impact Fee Loan Agreement
3. Las Cortes Power Point

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AN AMENDMENT TO THE PUBLIC AND INDIAN HOUSING INFORMATION CENTER (PIC) APPLICATION DDA0001989 AT COLONIA VILLAGE, CA031001 ALLOWING FOR THE REDUCTION IN THE NUMBER OF UNITS CONSTRUCTED IN PHASE III AND AN INCREASE IN THE NUMBER OF UNITS CONSTRUCTED IN PHASE IV.

WHEREAS, the Housing Authority of the City of Oxnard (the “Authority”) sought and obtained authorization from the United States Department of Housing and Urban Development (“HUD”) for the disposition of The Courts Project consisting of 260 public housing units located along First Street between Rose Avenue and Marquita Street, Oxnard, California (“Property”) in accordance with Section 18 of the U.S. Housing Act of 1937; and

WHEREAS, the Authority desires to amend the current HUD approval in the event the project Developer receives an award of Federal Low Income Housing Tax Credits under the Further Consolidated Appropriations Acts, 2020 to allow for the construction of 109 units during Phase III A0592 Oxnard, L.P., a California limited partnership, and 64 units during Phase IV by Paseo de las Cortes, L.P., a California limited partnership.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.
2. The Authority hereby approves authorizes the Housing Director to submit an amendment to HUD for the express purpose of authorizing the construction of 109 units during Phase III and 64 units during Phase IV.
3. That the Housing Director is authorized to execute any additional documents and necessary agreements for the purpose of demolishing the existing housing units and providing the necessary financing to complete such demolition on the Property.

Passed and adopted this ____ day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen Fischer, General Counsel

IMPACT FEE LOAN AGREEMENT

THIS IMPACT FEE LOAN AGREEMENT (this "Agreement") is entered into as of July 1, 2020, (the "Execution Date") by and between the City of Oxnard ("City"), and A0592 Oxnard, L.P. a California limited partnership ("Borrower").

RECITALS

A. Borrower is developing a 109-unit residential apartment complex, including 2 manager's units, in the City upon that certain real property located within City (the "Project").

B. Borrower has agreed to restrict the Project for occupancy by tenants earning no more than Sixty percent (60%) of the area median income adjusted for family size appropriate for the unit for a period of Fifty-Five (55) years from the date the Project is placed-in-service (the "Affordability Restrictions"). As consideration for Borrower agreeing to the Affordability Restrictions, the City agrees to make a loan (the "Loan") to Borrower up to an amount of One Million, Nine Hundred and Sixteen Thousand, Eight Hundred and Eighty and 00/100 dollars (\$1,916,880.00) to finance a portion of the development impact fees ("Development Fees") related to the Project. In addition to this Agreement the Loan will be evidenced by a Surplus Cash Note and Deed of Trust (this Agreement, the Promissory Note and the Deed of Trust are collectively referred to as the "Loan Documents").

C. The parties desire to enter into this Agreement evidencing City's agreement to make the Loan upon the terms and conditions of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Loan. City hereby agrees to make a loan to Borrower for the payment of Development Fees (or reimbursement for Development Fees previously paid) in the amount up to One Million, Nine Hundred and Sixteen Thousand, Eight Hundred and Eighty and 00/100 dollars (\$1,916,880.00) at the applicable federal rate for a term of Fifty Five (55) years commencing with the date the Project is placed-in-service.

2. Repayment. All principal and accrued interest shall be due and payable upon the Fifty-Fifth (55th) anniversary of the date the Project is placed-in-service (the "Maturity Date"). Prior to the Maturity Date Borrower shall make payments of principal and interest on the Loan equal to Ten 10% percent of Surplus Cash (as defined in the Surplus Cash Note) on the dates required by the Surplus Cash Note.

3. Affordability Restrictions. Borrower hereby agrees to restrict no fewer than One Hundred (100%) of the dwelling units, not including the manager units, in the Project for occupancy by tenants earning no more than Sixty percent (60%) of the area median income adjusted for family size appropriate for the unit for a period of Fifty-Five (55) years from the date the Project is placed-in-service.

4. Conditions of Funding. City agrees to defer to Borrower the full amount of the Loan upon receipt of fully executed originals of each of the Loan Documents.

5. No Liability of City Officials. No councilmember, director, official or employee of the City shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by the City under this Agreement or for any amount which may become due to Borrower under the terms of this Agreement.

6. Miscellaneous Provisions.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, to the jurisdiction of which the parties hereto submit.

b. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

c. Notices. Notices or other communications given under this Agreement shall be in writing and shall be served personally or transmitted by first class mail, postage prepaid. Notices shall be deemed received either at the time of actual receipt or, if mailed in accordance herewith, on the third (3rd) business day after mailing, whichever occurs first. Notices shall be directed to the parties at the following addresses or at such other addresses as the parties may indicate by notice:

Borrower: A0592 Oxnard, L.P.
Attn: John Bigley
2000 E Fourth Street, #205
Santa Ana, CA 92705

City: City of Oxnard
Attn: City Manager
300 W. Third Street
Oxnard, CA 93030

d. Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

e. Headings. The titles and headings of the various sections of this Agreement are intended solely for reference and are not intended to explain, modify or place any interpretation upon any provision of this Agreement.

f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

g. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Number and Gender. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates or requires.

i. Further Assurances. The parties shall execute, acknowledge, file or record such other instruments and statements and shall take such additional action as may be necessary to carry out the purpose and intent of this Agreement.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, legal representatives, successors and assigns.

k. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties concerning the subject matter contained herein, written or oral. No change, modification, addendum or amendment to any provision of this Agreement shall be valid unless executed in writing by each party hereto.

o. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

[Signatures to appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Execution Date.

BORROWER: A0592 Oxnard, L.P., a California limited partnership By: A0592 Oxnard Holdings LLC, a California limited liability company, its Administrative General Partner By: _____ John Bigley, Manager	CITY: CITY OF OXNARD By: _____ Tim Flynn, Mayor ATTEST: _____ Michelle Ascencion, City Clerk APPROVED AS TO FORM: _____ Stephen M. Fischer, City Attorney
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LAS CORTES

PHASE III

City of Oxnard
June 16th 2020



COLONIA VILLAGE



DEDICATION, Sunday, 3:30 p.m.
OXNARD'S NEWEST LOW RENTAL HOUSING DISTRICT
★ ★ ★



HORSESHOE PATTERN of Colonia Village is seen from 500 feet in the air. Looking to the west, much of Oxnard can be seen in the background. —Press-Observer Aerial Photo

LAS CORTES



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HUD APPROVED UNITS BY PHASE

HUD APPROVED UNITS BY PHASE	
PHASE I (TERRAZA DE LAS CORTES) COMPLETED . FULLY OCCUPIED DECEMBER 2015	64 UNITS
PHASE II (LAS CORTES) COMPLETED. FULLY OCCUPIED DECEMBER 2018	144 UNITS
PHASE III (LAS CORTES) IMPACT FEES FOR 86 UNITS IS WAIVED	129 UNITS
PHASE IV (FUTURE FINAL PHASE)	44 UNITS
TOTAL	381

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PHASE III FINANCING

1. TO ENSURE FINANCIAL VIABILITY - TOTAL NUMBER OF UNITS DEVELOPED IN PHASE III REDUCED FROM 129 UNITS TO 109 UNITS.
2. AMENDMENT REQUIRED TO PREVIOUS HUD APPROVAL – TO DECREASE THE NUMBER OF UNITS DEVELOPED IN PHASE III AND INCREASE THE NUMBER OF UNITS DEVELOPED IN PHASE IV FROM 44 TO 64.
3. FINANCING PLAN INCLUDES 9% TAX CREDITS -IN ORDER TO INCREASE THE AMOUNT OF TAX CREDIT FINANCING FOR THE PROJECT, THE DEVELOPER IS REQUESTING THAT THE CITY APPROVE A LOAN AGREEMENT BETWEEN THE CITY AND THE DEVELOPER FOR DEFERRAL OF FEES FOR THE 86 UNITS IN LIEU OF WAIVING THE FEES

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PHASE III FINANCING

1. IF APPROVED, THE IMPACT FEE LOAN AGREEMENT WILL TOTAL \$1,916,880
2. THE FEES WILL PAID WITH EXCESS CASH GENERATED BY OPERATIONS OF THE PROJECT BEGINNING THE DATE THE PROJECT IS PLACED-IN SERVICE.
3. THE DEVELOPER WILL PAY THE IMPACT FEES FOR THE REMAINING 23 UNITS.
4. TOTAL DEVELOPMENT COST IS: \$71,873,192

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PERMENANT FINANCING

SOURCE OF FUNDS	AMOUNT
Permanent Loan	\$ 15,440,000
Federal 9% Tax Credit Proceeds from Investor	\$44,000,000
Oxnard Housing Land Contribution*	\$7,265,000
Oxnard Housing Authority **	\$2,500,000
Impact Fee Loan Agreement (86 units)	\$1,916,880
Deferred Developer Fee	\$722,629
TOTAL	\$71,873,192

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PHASE III DEVELOPMENT DESCRIPTION



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CONCEPT ELEVATIONS



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RECOMMENDATION

1. THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A LOAN AGREEMENT WITH UHC A0592 OXNARD, L.P. FOR DEFERRED IMPACT FEES RELATED TO THE DEVELOPMENT OF THE LAS CORTES PHASE III AFFORDABLE HOUSING PROJECT
2. THAT THE HOUSING AUTHORITY BOARD OF COMMISSIONERS ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PUBLIC AND INDIAN HOUSING INFORMATION CENTER (PIC) APPLICATION DDA0001989 AT COLONIA VILLAGE, CA031001 TO ALLOW FOR A DECREASE THE NUMBER OF UNITS DEVELOPED IN PHASE III OF LAS CORTES AND AN INCREASE IN THE NUMBER OF UNITS DEVELOPED IN PHASE IV.

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QUESTIONS?

Written comments to:
emilio.ramirez@oxnard.org
or
elsa.brown@oxnard.org

IMPACT FEE LOAN AGREEMENT AND RESOLUTION FOR LAS CORTES PHASE III



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1**

DATE: June 16, 2020

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the June 2, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 06.02.2020 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 2, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:10 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Scott Whitney, Police Chief; Kenneth Rozell, Chief Assistant City Attorney; Denise Shadinger, Police Commander; Eric Sonstegard, Assistant Police Chief; Jeffrey Lambert, Community Development Director; Adam Smith, Project Manager/Interim Special Districts Manager; Kevin Riper, Chief Financial Officer; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 5, 2020 as “National Gun Violence Awareness Day.”

Mayor Flynn read the proclamation and presented it to Karen Peters, Betty Empol, and Janet Eckhouse of the Ventura County Chapter of Brady United Against Gun Violence.

D. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders.
RECOMMENDATION: That the City Council:
 1. Receive an update from the Director of Emergency Services;
 2. Adopt **Resolution No. 15,333** ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

The City Manager and City Attorney gave a report. Discussion ensued among the Council and staff.

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

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (general fund employees reassigned to enterprise

funds), Gabriel Teran (the murder of George Floyd), Richard Linares (providing homeless services), Peggy Rivera (homeless shelters), Lang Martinez (homeless shelters), Irma Lopez (re-naming of the La Colonia Boxing Gym in honor of former mayor Dr. Manuel Lopez; accolades for city staff; homeless shelters), George Miller (homeless shelters, COVID-19 shutdowns, and tax increases), PW Robinson (homeless services), and Rev. Mark Gaston (police interaction with the public).

F. REPORT OF CITY MANAGER

The City Attorney, under Government Code section 54954.2, asked the Council to find with a two-thirds vote the need to take immediate action on a non-agendized item, and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, for the Council to allow for a discussion on the recent civil unrest following the murder of George Floyd in Minneapolis. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

The City Manager and Police Chief gave a report. Discussion ensued among the Council and staff.

G. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez announced an upcoming Black Lives Matter march, requested a meeting with the Housing Director to discuss homeless services, and encouraged patronage of local businesses.

Councilmember Perello encouraged people to vote and participate in the census, and commented on letters of credit, the public safety property tax assessment, mental health services, employee allocations, and community pride.

Councilmember Madrigal congratulated this year's high school graduates, and congratulated his former teacher Mr. Guzik on his upcoming retirement.

Councilmember Lopez encouraged people to continue to take precautions against the spread of COVID-19 and announced expanded testing and outreach services in South Oxnard.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-3, J-6, J-9, J-13, J-14, and J-15 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel, Diana Coronado, Gabriel Teran, John Fowler, Alexander Russell, and Jim Bizzelle. Written comments were received from Alexander Russell, Margarita de Escontrias, Diana Coronado, John Fowler, Juliana Gallardo, Linda Braunschweiger, Luis Hernandez, Rick Schroeder, Brittany Seniff, and Larry Haynes.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 19, 2020 regular meeting as presented.

2. SUBJECT: Adoption of Ordinance No. 2978, Authorizing Electronic Filing of Campaign Disclosure Statements.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2978** (by title only, further reading waived), adding subsection (C) "Electronic Filing of Campaign Disclosure Statements" to Section 2-247 of the Oxnard City Code to make the necessary findings and adopt regulations allowing for the electronic and paperless filing of Campaign Finance Disclosure forms.
3. SUBJECT: Adoption of Resolutions Calling 2020 General Municipal Election.
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,334** calling and giving notice of a municipal general election to be held on November 3, 2020, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and
 2. Adopt **Resolution No. 15,335** establishing rules to govern submission by candidates of Candidate Statements.

Billing and Licensing Department

4. SUBJECT: Second Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an amendment to the agreement with InfoSend, Inc. for printing, inserting and mailing services (Agreement No. A-7828) to increase the amount by \$298,500, resulting in a total contact amount of \$1,822,423, and extend the expiration date for one year to June 30, 2021.

Community Development Department

5. SUBJECT: California Department of Housing and Community Development (HCD) Local Early Action Planning (LEAP) Grant Program Application.
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,336** authorizing the City Manager or designee to submit an application for \$500,000 in LEAP grant program funds (no City match required) to evaluate housing development opportunities along the Oxnard Boulevard/Saviers Road corridors, and complete the environmental review for the 2021-2029 Housing Element and related actions;
 2. Authorize the City Manager or designee to accept the LEAP grant upon award; and
 3. Authorize an administrative budget adjustment by the Chief Financial Officer (CFO) upon award of the grant.
6. SUBJECT: Adoption of Ordinance No. 2979 and Ordinance No. 2980 Revision of Existing Fees and Adoption of New Fees Related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing Ordinance Amendments.
RECOMMENDATION: That the City Council adopts **Ordinance No. 2979 and**

Ordinance No. 2980 (read by title only, waiving further reading) approving the revision of existing fees and adoption of new fees related to Development Impact Fees and the Affordable Housing In-Lieu Fee and Inclusionary Housing ordinance amendments.

Cultural and Community Services Department

7. SUBJECT: Oxnard School District After School Education and Safety Grant.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (A-8217) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$1,920,000 with a City match of \$130,000 of in-kind services.
8. SUBJECT: Lease Agreement with Continuing Development, Incorporated (Agreement No. A-8218).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a lease agreement with Continuing Development, Incorporated (CDI) for a portion of South Oxnard Community Center, 200 East Bard Road.

Finance Department

9. SUBJECT: Public Safety Property Tax Assessment FY 2020-21.
RECOMMENDATION: That the City Council adopts **Resolution No. 15,337** establishing the FY 2020-21 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.
10. SUBJECT: Agreement with BerryDunn for Enterprise Resource Planning (ERP) System Implementation Support and Organizational Change Management Consulting Services.
(This item was removed from the agenda.)

Public Works Department

11. SUBJECT: Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to:
1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of \$509,650 for a total not-to-exceed amount of \$1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and
 2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.
- (Public Works and Transportation Committee approved 2-0)
12. SUBJECT: Agreement A-8213 with Vertech Industrial Systems, LLC for On-Call Supervisory Control and Data Acquisition Systems (SCADA) Support Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech Industrial Systems, LLC for on-call supervisory control and data acquisition systems (SCADA) support services for the water, wastewater, and

recycled water systems in the amount of \$900,000 through June 30, 2023. (Public Works and Transportation Committee approved 3-0)

13. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay).
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,338** setting a special tax rate within Community Facilities District (CFD) No. 1 (Westport at Mandalay Bay) for FY 2020-21; and
 2. Adopt **Resolution No. 15,339** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2020-21.(Public Works and Transportation Committee approved 3-0)
14. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,340** setting a special tax rate within Community Facilities District (CFD) No. 3 (Seabridge at Mandalay Bay) for FY 2020-21; and
 2. Adopt **Resolution No. 15,341** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2020-21.(Public Works and Transportation Committee approved 3-0)
15. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark).
RECOMMENDATION: That the City Council adopt **Resolution No. 15,342** setting a special tax rate within Community Facilities District (CFD) No. 5 for FY 2020-21. (Public Works and Transportation Committee approved 3-0)

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented (without item J-10). VOTE: Basua, Flynn, Lopez, Madrigal, and Ramirez voted in favor; MacDonald voted against item J-6 and Perello abstained from item J-11 due to a potential real property conflict of interest. The motion carried 6-1 on item J-6; 6-0-1 on item J-11; and 7-0 on the remaining items.

Mayor Flynn announced that item L-2 would be considered next.

L. REPORTS

Police Department

2. SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services (VCAS).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five year agreement (A-8151) with Ventura County Animal Services (VCAS) for animal safety services, in the amount of \$2,324,778 for FY 20-21. (Public Safety Committee approved 3-0)

The Police Commander gave a report. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the

recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

K. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Planning & Zoning Permit No. 2020-580-02 - Amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of Commercial Cannabis Businesses Regulations.

RECOMMENDATION: That the City Council:

1. Receive a report regarding criminal fines associated with illegal and legal cannabis operators; and
2. Following the public hearing, approve the introduction of an ordinance (by title only, waiving further reading) adding Section 7-56 (D) of Article III, Chapter 7 of the Oxnard City Code, and amending Section 11-452 of Article XVI, Chapter 11 of the Oxnard City Code regarding civil and criminal penalties for violations of Commercial Cannabis Business Ordinances and illegal operations.

(Housing and Economic Development Committee approved 3-0)

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. With no requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

Public Works Department

2. SUBJECT: Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2020-21 within the City's Landscape Maintenance Districts.

RECOMMENDATION: That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments in the City's LMDs; and
2. Adopting **Resolution No. 15,343** approving the Fiscal Year 2020-21 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2020-21 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Project Manager/Interim Special Districts Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. With no requests to speak

and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the recommended action as pertains to LMD District #13. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello abstained due to a potential real property conflict of interest. The motion carried 6-0-1.

Further discussion ensued on the remaining Districts.

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

3. SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2020-21 Assessments in Mandalay Beach Maintenance District.
RECOMMENDATION: That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District, approve and authorize to:
 1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2020-21 assessments for the Mandalay Beach Maintenance District; and
 2. Adopt **Resolution No. 15,344** fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2020-21.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Project Manager/Interim Special Districts Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. With no requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

4. SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2020-21.
RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District, approve and authorize:
 1. Holding a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2020-21; and
 2. Adopting **Resolution No. 15,345** for Fiscal Year 2020-21 fixing assessments for the Waterways Maintenance District.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Project Manager/Interim Special Districts Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Written comments were received from Debbie Mitchell. With no requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the

Council and staff.

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

L. REPORTS

Finance Department

1. SUBJECT: Interfund Borrowing Authority to Support Cash Flow for the General Fund.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,346** authorizing the City Manager through June 30, 2021 to:
 1. Borrow on behalf of the General Fund (101) up to \$10,000,000 from each of the Water Fund, Wastewater Fund, and Environmental Resources Fund to support cash flow needs during the public health emergency and its aftermath; and
 2. Establish a 10-year repayment schedule, with interest charged at the City Treasurer's pooled cash portfolio earnings rate.(Finance and Governance Committee approved 3-0)

The Chief Financial Officer gave a report. Public comments were received from Ray Blattel, Alicia Percell, Aaron Starr, and George Miller. Written comments were received from Aaron Starr and Lawrence Stein. Discussion ensued among the Council and staff. City Attorney announced a revision to the resolution to add Section 8: "The loan(s) shall be immediately callable at the discretion of each utility enterprise fund."

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:27 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: June 16, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Third Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services.

RECOMMENDATION

That City Council approve the third amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on-call planning and permit processing services in the amount of \$400,000, bringing the total agreement cost to \$1,350,000. (Housing and Economic Development Committee approved 3-0)

BACKGROUND

The City issued a Request for Qualifications (RFQ) in August 2016 for on-call permit processing and planning services. Four firms responded and Rincon Consultants, Inc. (Rincon) was selected based on their extensive work with the City as well as their breadth and diversity in available staff. The on-call agreement with Rincon has been amended twice and is currently set to expire in June 2021 and has a not to exceed contract amount of \$950,000. The on-call agreement is primarily used to process complex projects, and projects with aggressive processing timelines associated with approved development agreements. The use of contract planners through this on-call agreement allows the department the flexibility and most cost efficient way to respond quickly to: meet processing deadlines associated development agreements; processes permits within the established turn-around times; respond to grant opportunities; and to provide support to other departments when requested. Development is cyclical so having consultants rather than full-time staff can save the city money, especially when developers fully fund the costs of contract planners.

The various funding sources used to pay for this agreement include the General Fund, General Plan Maintenance Fee revenue (GPMF), developer paid planning development permit fees and deposits, grant funding, and funding from other City departments for specific city projects. Rincon expenses from February 2017, when the agreement went into effect, through March 2020 total approximately \$831,465. Of this total, approximately 41% was paid by the General Fund, 43% by developer deposits, 13% by GPMF funds, and 3% by other departments. FY 20 expenses through March 2020 total approximately \$212,529. Of this total, approximately 50% was paid by the General Fund, 47% by developer deposits, 2% by GPMF funds, and 1% by grants.

The FY 2019-20 Adopted Budget for Planning's Professional/Contract services budget is \$137,947. Besides the on-call permit processing agreement with Rincon, the \$137,947 General Fund budget is also used for other professional services agreements, including:

1. Architectural review services (Muller Worthy Architects);
2. Landscape architectural review (Brodersen Associates and Jordan, Gilbert & Bain);
3. Onsite posting services (Ron's Signs);
4. Cultural heritage review (County of Ventura);

5. Cannabis Management (HdL);
6. Ormond Beach coordinator services (Pollinate)

The costs for architectural review, landscape review, and onsite posting services are reimbursed by the planning applicants/developers. The majority of the costs for the cultural heritage review services are off-set by planning permit fee revenue. The HdL cannabis management contract is funded by cannabis permit fees. So far this year, HdL's expenses total \$46,687 and \$75,811 has been collected in cannabis permit fee revenue to cover these expenses. The Ormond Beach coordinator services contract with Pollinate is completely funded by the General Fund. From January 2018 through April 2020, expenses for the Pollinate contract totaled \$63,708.

The current operating budget of \$137,947 is insufficient to absorb all anticipated, and needed, consultant costs. The shortfall is related to a variety of needs including long range planning and development projects. City staff have been inundated with development projects, including development activities as a result of the newly adopted Downtown Development Code. City staff are also actively involved in managing a number of complex long range projects such as the Local Coastal Plan Update, as well as regional planning efforts associated with the 6th cycle Housing Element update, General Plan Update, Climate Action Plan, Ormond Beach Restoration Access Plan, work associated with the 2020 Census, and analysis, application, and management of a multitude of grants. These efforts have resulted in the need to shift development projects and utilize contract planning staff. Rincon is currently assisting with a number of projects (the timeframe for working on these projects, where known, is listed in parenthesis).

Developer Deposit Planning Permits:

- Sakioka Farms Development Agreement, Tentative Tract Map and associated developments (Planning Entitlements completed 2020; Construction and Environmental Monitoring through 2021) - \$100,000 deposit received in February
- Rio Urbana residential project on Vineyard Ave (May - September 2020) - deposits received to date totaling \$68,636
- Wagon Wheel - Permit processing and historical knowledge (ongoing) - deposits totaling \$40,000
- Seabridge School Site (Oxnard School District- ongoing) - deposit received \$9,000

Grant Funded Projects:

- Local Early Planning Action Grant (LEAP \$500,000 award anticipated by approximately Sept. 2020 - application due) - estimated Rincon cost \$35,000
- Regional Early Planning Action Grant (REAP \$500,000 award anticipated by approximately Oct. 2020 application due)-estimated Rincon cost \$35,000
- SB 2 Projects (\$625,000 funds awarded): Housing site selection; Infrastructure capacity and funding and Housing supported ordinance updates (Work by June 30, 2022) - estimated Rincon cost \$40,000

Other City Department Work Efforts:

- Public Works - Environmental documents (on going; fully funded by Public Works budget)
- Housing Department Projects - Environmental clearance documents (on going; fully funded by Housing Dept. budget)

STRATEGIC PRIORITIES

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

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

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

Goal 2. Enhance business development throughout the City.

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

Goal 3. Enhance business retention and attraction.

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

FINANCIAL IMPACT

The third amendment with Rincon for on call services increases the total cost of the agreement by \$400,000, bringing the total cost to \$1,350,000. Staff estimates that no more than \$100,000 or 25% of the amendment cost will be funded by the General Fund, which is within Planning's annual contract budget; 35% or approximately \$140,000 by Developer Deposits received to date and additional future deposits; 27.5% or approximately \$110,000 by Grant funds, including SB2, LEAP, and REAP grants; 7.5% or approximately \$30,000 by other departments; and 5% or approximately \$20,000 funded by previously appropriated GPMF funds budgeted in the Local Coastal Plan Update, Housing Element Update, 2040 General Plan Update, and Climate Action Plan projects. These funding estimates for the subject contract may vary but in no case will the amount exceed the general fund budgeted amount.

Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. In FY 2020, Planning has collected approximately \$722,120 in permit revenue, \$75,811 in Cannabis permit revenue, and \$162,810 in General Plan Maintenance fee revenue, which totals approximately \$960,741 or 99% of its total budgeted revenue. In FY 2019, Planning collected a total of \$1,166,733 in total General Fund revenue.

In light of the many above referenced different funding sources for this contract, the Community Development Department will work with the Finance Department to ensure the availability of budgeted funds prior to assignment of each major task under the contract.

COMMITTEE OUTCOME

The Housing and Economic Development Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Sabrina Rodriguez, Management Analyst III, Kathleen Mallory, Planning & Sustainability Manager, Scott Kolwitz, Planning Manager

ATTACHMENTS

1. Third Amendment to Agreement #7690-DS with Rincon Consultants

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant. The Agreement previously has been amended on July 18, 2017, by a First Amendment, and on January 15, 2019, by a Second Amendment.

City and Consultant agree as follows:

1. In subsection a of Section 14 of the Agreement, the figure "\$950,000.00" is deleted and replaced by the figure "\$1,350,000.00".
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor¹ Date

Joe Power, Vice President² Date

Lacrisa Davis, CFO Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

²The City requires the following for any contract:
-For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
-For an LLC, the signatures of at least two managers of the LLC; or
-For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3**

DATE: June 16, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Adoption of Ordinance No. 2981 Planning & Zoning Permit No. 2020-580-02 - Amendments to Chapters 7 and 11 of the Oxnard City Code to Establish Fines for Violation of Commercial Cannabis Businesses Regulations.

RECOMMENDATION

That the City Council adopt Ordinance No. 2981 (read by title only, waiving further reading) approving Planning & Zoning Permit No. 2020-580-02 amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of commercial cannabis businesses regulations.

BACKGROUND

Ordinance No. 2981 was introduced to the Council at its June 2, 2020 meeting. Following a public hearing, the Council approved with a 7-0 vote the first reading of the ordinance for future adoption. Staff has received no comments on the ordinance since its introduction. If adopted by Council on June 16, 2020 the ordinance will take effect in thirty days, on July 16, 2020.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

Revenues from cannabis citations were not anticipated as part of the FY 2019-20 Adopted Budget. The proposed fines are intended to discourage violations of the Commercial Cannabis Business Ordinances and illegal operations. The fines are intended to prevent revenue loss from the sale of illegal cannabis to illicit organizations, and establish firm fiscal sanctions for those that violate conditions of approval and provisions contained within the City's Commercial Cannabis Business Ordinance. The fines are not intended to be revenue enhancing; therefore, the revenue estimate for FY 2020-21 is also zero. Fines will be assessed in accordance with the attached ordinance that is intended to be a deterrent to illegal and legal cannabis operators.

There will, however, be costs associated with these enforcement actions. These costs are unknown at this point. Once they come into focus, the Housing and Economic Development Committee will be receiving an update on the cannabis local equity program, including a program for enforcement and inspection. This will likely result in a recommendation to establish an additional cannabis enforcement permit fee which will be different than the cannabis citation fee considered within this staff report.

COMMITTEE OUTCOME

The Housing and Economic Development Committee considered this item on May 12, 2020 and recommended on a 3-0 vote approval of staff's recommendation and to forward the item for Council approval.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Tammy Gutierrez, Contract Planner

ATTACHMENTS

1. Cannabis Citation Ordinance

ORDINANCE NO. 2981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 11, ARTICLE XVI, SECTION 11-452 AND CHAPTER 7, ARTICLE III, SECTION 7-56 TO ESTABLISH FINES FOR VIOLATION OF COMMERCIAL CANNABIS BUSINESS REGULATIONS

WHEREAS, the City of Oxnard intends to adopt regulations on fines for Commercial Cannabis Business (“CCBs”); and

WHEREAS, on June 5, 2018, the City Council adopted Resolution 15,134 ordering a measure be placed on the election ballot to be held November 6, 2018 to consider the adoption of imposing a cannabis business tax on commercial cannabis uses. This measure was approved by over 79% of voters. Advancing the ballot measure allows the City to continue its “go slow” approach in considering commercial cannabis uses while preserving the City’s ability to tax cannabis activities; and

WHEREAS, on June 18, 2019, November 1, 2019 and December 17, 2019 the City Council adopted Ordinances 2960, 2965 and 2972 permitting cannabis manufacturing, distribution, testing, and retail dispensaries, respectively. These ordinances established the location and operating standards for the various types of cannabis uses within the City; and

WHEREAS, on July 30, 2019, the City Council adopted Resolution 15,254 establishing new fees for the various types of cannabis uses within the City; and

WHEREAS, on January 17, 2020, as a result of a competitive process, the City selected five (5) cannabis manufacturers and three (3) cannabis distributors which would be permitted to file an application for a Development Design Review (DDR) permit. To date, one (1) manufacturer and distributor have submitted the required DDR permit. The remaining businesses are in the process of developing their DDR application materials; and

WHEREAS, due to the lucrative nature of this industry, fines must justify compliance with the City’s regulations; and

WHEREAS, compliance of business operators will likely improve when criminal citations are issued with fines that are reasonable and proportional to revenue generated; and

WHEREAS, on May 12, 2020 the Housing and Economic Development Committee reviewed staff’s recommendation and recommended City Council approval of the Commercial Cannabis Fine Ordinance; and

WHEREAS, amendments to the Oxnard City Code are necessary to ensure that fines and penalties for violating cannabis related laws and regulations are clearly established.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 7, Article III, Section 7-56, is amended to add Subsection D D to read as follows:

“(D) This Article outlines the fine structure for violations of regulations established by the Commercial Cannabis Business Ordinance.”

Section 2. Chapter 11, Article XVI, Section 11-452, of the Oxnard City Code is amended to read as follows:

“SEC. 11-452. CRIMINAL PENALTIES.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the County jail for a period of not more than six (6) months, or both such fine and imprisonment. Each commercial cannabis business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this Article. A fine not to exceed ten thousand dollars (\$10,000) for the first violation, fifteen thousand dollars (\$15,000) for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply, for any violation of Sections 11.437, 11.438, 11.440 (h), 11.441 through 11.444. The fine for operating an unlicensed and/or unpermitted CCB shall be thirty thousand dollars (\$30,000) per day and the issuance of a Notice to Appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the City Manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.”

Section 3. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 4. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk to published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of this ordinance.

Section 5. The City Clerk shall certify to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, include the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933. Ordinance No. 2981 was first read on June 2, 2020, finally adopted on June 16,2020, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this _____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: June 16, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
Keith Brooks, Chief Information Officer, (805) 385-7597, keith.brooks@oxnard.org
Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Agreement with BerryDunn for Enterprise Resource Planning (ERP) System Implementation Support and Organizational Change Management Consulting Services.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement No. A-8222 with BerryDunn for consulting services in connection with the implementation of the Tyler ERP system in an amount not to exceed \$687,000 over a three-year term, with optional renewals for two additional years thereafter.

BACKGROUND

On October 1, 2019 the City Council approved the purchase of a new ERP system from Tyler Technologies. The total estimated cost of this project is \$14,893,817, consisting of the Tyler contract of \$9,117,985 (including contingency) and additional implementation costs of \$5,775,832. Included in the additional implementation costs were estimated professional fees of \$225,000 for business process design and organizational change management consulting services, as well as an overall contingency of \$525,075 (see attached schedule for further detail of additional implementation costs, as estimated in September 2019).

On January 13, 2020 the Purchasing Division of the Finance Department issued a Request for Proposals (RFP) for ERP Organizational Change Management, Project Planning and Implementation Support Services. The Purchasing Division posted the RFP on the City's public purchasing platform. A total of five bids were received in response to the RFP from the following firms:

- Archer Street LLC
- Berry Dunn McNeil & Parker, LLC (BerryDunn)
- Panorama Government Solutions, LLC
- Plante & Moran PLLC (PlanteMoran)
- Sciens, LLC

An evaluation team, consisting of the CIO, CFO, Human Resources Director, Assistant CFO and Information Technology Manager -- Enterprise Applications, was formed to review the five proposals using the following criteria and weighting:

- Responsiveness to RFP – 15%
- Company profile – 15%
- Experience/ability – 40%
- Cost – 30%

Evaluation team members all signed the Purchasing Code of Conduct; attended the Purchasing Division's evaluation kickoff meeting; reviewed the proposals; and provided initial scoring based on the written proposals. Based on the preliminary scoring, two firms were eliminated from consideration and three firms were invited to be interviewed by the evaluation team – BerryDunn, PlanteMoran and Sciens. The evaluation team then interviewed all three firms via teleconference; however, the Human Resources Director was unable to attend these interviews so he did not participate in the final scoring.

Combined scoring for the final three firms was as follows:

BerryDunn - 90 points, including maximum points for lowest cost

PlanteMoran - 88 points

Sciens - 83 points

Based on the final scoring tally, the evaluation team recommended awarding the contract to BerryDunn.

The scope of work for this contract includes project assessment and planning, project implementation support and organizational change management. The BerryDunn team will partner with Tyler and the City's internal project manager (now under recruitment for the third time) and project team to provide program oversight, make strategic and tactical recommendations regarding business process changes and system configuration choices, and leverage their expertise and tools to help the City effectively manage the enormous undertaking of this new ERP implementation. Further detail on the scope of work can be found in Berry Dunn's RFP response attached hereto.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The consulting services agreement with Berry Dunn is a time and materials contract, with a not-to-exceed amount of \$687,000. The total cost will be funded through the existing project budget, utilizing the \$225,000 consulting estimate and up to \$462,000 of the \$525,075 contingency for the entire project.

No one on the evaluation team is pleased with having to commit a significant portion of the project contingency to a consulting contract even before the project formally kicks off. But, the City Manager's Office, the Finance Department, the Human Resources Department, and the Information Technology Department have reluctantly reached the conclusion that tackling a full scale implementation of Tyler's Munis and EnerGov ERP software suite is going to require a breadth and depth of familiarity with ERP implementations generally, and Tyler's software specifically, that simply does not reside with existing City staff, starting with the five members of the evaluation team itself, and spreading throughout the larger City organization.

BerryDunn (and, for that matter, the other two finalist firms) does possess that breadth and depth of ERP implementation experience, having helped dozens of cities successfully transition to Munis and/or EnerGov software.

Furthermore, the City's contract with Tyler Technologies also contains an implementation contingency, of \$872,900. Very early indications are that, if need be, some of this contingency could be redirected from the Tyler Technologies contract to replenish the projectwide contingency being substantially depleted by the BerryDunn contract amount.

There is sufficient funding in the current fiscal year in the ERP project budget (Fund 316 Lease Revenue Refunding Bonds, Project 207302) to cover the BerryDunn costs anticipated for FY 2019-20. The FY 2020-21 Proposed Budget will request sufficient appropriations to cover Berry Dunn costs anticipated for FY 2020-21. Future proposed budgets will request appropriation authority for BerryDunn costs for future fiscal years.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. IT20-34 ERP Organizational Change Management Project Planning and Implementation Support 2 - Berry Dunn
2. Additional ERP Implementation and Consulting Expenses (as of Sep 2019)
3. BerryDunnProposal_ERP OCM_PM_final

Table of Contents

For

ERP Organizational Change Management Project Planning and Implementation Support

- Pg.1 - Cover Page
- Pg.2-8 - Terms and Conditions
- Pg.9 - Signature Page
- Scope of Service Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit
- Berry Dunn Request For Proposal Response

AGREEMENT FOR PROFESSIONAL SERVICES

COVER PAGE

- (1) Agreement Start Date: June 3, 2020.
- (2) Consultant: BERRY, DUNN, MCNEIL & PARKER, LLC
- (3) Services: ERP Organizational Change Management, Project Management and Implementation Support
- (4) Schedule of Services: The period of performance anticipated for this agreement shall be for three (3) years, with automatic annual renewals for two additional years thereafter.
- (5) Agreement Ending Date: June 3, 2023.
- (6) Total Agreement Amount: \$205 per hour, Not to Exceed \$687,000.00
- (7) City's Project Manager: Keith Brooks
- (8) Consultant's Project Manager: Michele Dotson
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
FOR CONSULTANT:
100 Middle Street, Portland, ME 04101
FOR CITY:
300 W Third St. Oxnard, CA 93030
- (11) Contact Emails:
CONSULTANT'S PROJECT
Mdotson@berrydunn.com
CITY'S PROJECT MANAGER:
MANAGER:
Keith.Brooks@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

X Scope of Services Exhibit
X Rates and Costs Exhibit

X Tab D of Berry Dunn's Request for Proposal Response¹
X Insurance Exhibit (INS-A)

¹ Should the terms of this agreement conflict with any terms in Tab D of Berry Dunn's Request for Proposal Response, the terms of this agreement shall control.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual

property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

Berry Dunn McNeil & Parker, LLC

Tim Flynn, Mayor

Date

Seth Henderson (Principal)

Date

Charles Snow (Principal)

Date

ATTEST:

Michelle Ascension, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

SCOPE OF SERVICES EXHIBIT

The scope of services are those detailed in Berry Dunn's response to the Request for Proposal ("RFP"). For a detailed description of the scope of services, see Tab D of Berry Dunn's RFP response.

RATES AND COSTS EXHIBIT

Cost proposal must be all-inclusive and include the following administration, travel, training and related costs.

Services:

The per hour charge of Project Management and Organizational Change Management is \$205.

Travel Expenses:

Actual and direct travel expenses will be invoiced as-incurred. Travel expenses are Not to exceed \$72,000 for the duration of this agreement.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard

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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000

A

OTHER
Errors and omissions insurance or malpractice insurance available for the
insured's professionMinimum coverage \$1,000,000
Each consultant/
& listed sub-consultant \$500,000**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS****CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No.** _____**P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)								
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered									
CITY AGREEMENTS/PERMITS									
TYPE OF INSURANCE									
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;"> <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> <tr> <td style="height: 150px;"></td> <td style="height: 150px;"></td> </tr> </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								
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____									
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____							

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____		
NAMED INSURED	coverage. ☐ Per Occurrence ☐ Per Claim (which)		
	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
	CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE	OTHER PROVISIONS		
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____		
\$ _____ per accident, for bodily injury and property damage.			

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE ☐ 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 _____	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			

Additional ERP Implementation and Consulting Expenses						
	FY 19-20 Cost	FY 20-21 Cost	FY 21-22 Cost	FY 22-23 Cost	FY 23-24 Cost	Total Cost
PCs to support new ERP						
New PCs for 14.5 FTE	\$ 14,400	-	-	-	-	\$ 14,400
PCs & Monitors to run BlueBeam	115,200	-	-	-	-	115,200
Business Process Design & Change Management Consulting	33,752	47,812	47,812	47,812	47,812	225,000
Permanent Positions (2% annual increase)						
IT - GIS Programmer Analyst, 1FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Project Manager (internal) - System Analyst III , 1 FTE	94,500	126,000	128,520	131,090	133,712	613,823
IT - System Administrator/Conversion Specialist - Programmer Analyst, 1 FTE	42,000	126,000	128,520	131,090	133,712	561,323
IT - Internal Training Specialist(s)/Change Manager - CNE III, 1 FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Web Programmer - Programmer Analyst, 1FTE	-	126,000	128,520	131,090	133,712	519,323
IT - Computer Network Engineer III, 1 FTE	-	126,000	128,520	131,090	133,712	519,323
Temporary Positions - Limited term (2% annual increase)						
Accounting (including Cap Proj, Fixed Assets), 1 FTE	25,000	50,000	51,000	52,020	-	178,020
Purchasing, .5 FTE	-	51,000	52,020	4,335	-	107,355
General Billing/AR, .5 FTE	-	51,000	52,020	4,335	-	107,355
Payroll & Timekeeping, 1 FTE	50,000	66,667	-	-	-	116,667
Human Resources, 1 FTE	-	91,667	93,500	-	-	185,167
Permitting/Licensing/Inspections, .5 FTE	-	20,833	46,750	-	-	67,583
Code Enforcement, .5 FTE	-	20,833	46,750	-	-	67,583
Utility Billing 1, 1 FTE	-	25,000	102,000	43,350	-	170,350
Utility Billing 2, .5 FTE	-	12,500	51,000	21,675	-	85,175
Public Works, 1 FTE	-	41,667	102,000	52,020	-	195,687
Other Departments Tracking Assets (FTEs for each Dept), .5 FTE	-	20,833	51,000	26,010	-	97,843
IT - GIS, .5 FTE	-	20,833	51,000	39,015	-	110,848
Additional Hardware/Software Licensing Costs (5% annual increase)						
BlueBeam and Microsoft Office	23,552	4,239	4,451	4,674	4,908	41,824
GIS SQL DB Server Private Cloud	-	2,893	3,038	3,190	3,349	12,469
ArcGIS Server Private Cloud	-	7,581	7,960	8,358	8,776	32,675
Portal GIS Web App Server Private Cloud	-	2,614	2,745	2,882	3,026	11,267
Cash Drawer, scanner, printer, touchscreen (3 sets)	13,536	2,436	2,558	2,686	2,821	24,038
VPN Device (printer)	4,000	720	756	794	833	7,103
Training computers	15,000	-	-	-	-	15,000
Projector, screen and speakers	3,000	-	-	-	-	3,000
Wireless Access Point dedicated for mobile lab	2,200	-	-	-	-	2,200
Cash Drawer, scanner, printer, touchscreen (1 set for training)	4,512	-	-	-	-	4,512
Contingency		131,269	131,269	131,269	131,269	525,075
Grand Total	\$ 440,652	\$ 1,428,398	\$ 1,670,749	\$ 1,230,967	\$ 1,005,067	\$ 5,775,832

perspective **GAINED**



PROPOSAL TO PROVIDE

ERP Organizational Change Management, Project Management and Implementation Support

TO BENEFIT THE

City of Oxnard, California

BerryDunn

100 Middle Street, Portland, ME 04101
207-541-2200

Seth Hedstrom, Principal
shedstrom@berrydunn.com

Michele Dotson, Manager
mdotson@berrydunn.com

Proposal Submitted On:

February 7, 2020, before 5:00 p.m. in
response to RFP #IT20-34



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5**

DATE: June 16, 2020

TO: City Council

FROM: Darwin Base, Fire Chief, (805) 385-7700, darwin.base@oxnard.org

SUBJECT: Authorization to Accept the Regional Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for Air Purification Respirators.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to accept a grant award from Ventura County Fire Department as a subrecipient of the regional FEMA Assistance to Firefighters Grant (AFG) for air purification respirators (APR);
2. The Chief Financial Officer or designee to submit financial reports and grant claims, and perform all other required financial actions; and
3. The Fire Chief or designee to submit non-financial reports, and
4. The City Council approve a budget appropriation recognizing and appropriating \$10,743 in Federal grant funds (Homeland Security Grant - Fund 238-2221) and \$1,074 in General Fund match (from Account 101-2201-802.81-04).

BACKGROUND

Ventura County Fire Department (VCFD) has been awarded \$69,682 in grant funding for the purpose of purchasing air purification respirators from the 2017 FEMA Assistance to Firefighters Grant for the region. The award entitles Oxnard Fire Department to eighty-eight (88) APR, in the amount of \$11,817.

The purchase of APRs is critical for the safety of firefighters responding to structure and wildland fires. The APRs meet the National Institute for Occupational Safety and Health, National Fire Protection Association 1984, Standard on Respirators for Wildland Firefighting Operations, Air Purification Respirators (APR). The APR reduce exposure to toxic and carcinogenic particles and gases from fire, which are known to cause lung and cardiovascular disease.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Federal grant funds in the amount of \$10,743 will be recognized and appropriated to the Assistance to Firefighters Grant APR FY17 (Fund 238-2221, Project 772280). There is sufficient FY2019-20 General Fund budget available to meet the required 10% match of \$1,074.31 (Account 101-2201-802.81-04).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution AFG APR Grant
2. Budget Appropriation - 772280

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATION FOR TRAINING FUNDS

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council approve the acceptance of Ventura County Fire Department's regional allocation to Oxnard Fire Department of Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of \$11,817 for the purpose of purchasing air purification respirators.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the acceptance of a grant award by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 16th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

General Information

The Budget Appropriation Change is true if there is an increase in the budget. If there is an increase to the budget, the Budget Appropriation Change is true.

Enter the names in the **Phone** number of that

Enter a one or two sentence description (the text will automatically wrap).

Accounts and Amounts

This section is broken

Fund

Program/Project

Account Code

Account Name

Amount

Feel free to add a line item. Be sure to confirm that the total is correct.

If the BA does not include a fund, the Fund Balance is calculated as the sum of the expenditures.

If only one fund, delete the fund. If multiple funds, equal the sum of expenditures.

If additional funds are added, the Appropriation Change is the sum of expenditures minus the sum of expenditures.

Approvals

The Department Director

REQUEST FOR BUDGET APPROPRIATION

Instructions

1

ation (BA) is used when Council authorization is required. This is typically
ease to a fund, such as when appropriating new revenues or fund balance, and when
a project budget or a new project.

2 appropriate spaces for **Department** and **Program/Project Manager** and enter the
3 individual. The **Date** is a formula that enters the date the form is prepared.

4 sentence reason for the BA in the box under **Reason for Appropriation** (the text will

5 nts

6 out by fund and by revenues and expenditures within each fund.

Enter the name of the fund and the fund number in parenthesis, example:

General Fund (101)

In the space indicated, enter the program name or project name and number with the
number in parenthesis. If a project number is not available, enter (N/A). Example:

Highway 101 - Rice Interchange (873114)

In the space indicated, enter the account code. Please use a valid code. Contact Finance
for assistance. Example:

354-9718-826.84-02

In the space indicated, enter the account name (it is not necessary to enter the group part of
the name). Example:

Photocopy Charges

It is not necessary to enter "Other Services" first.

In the amount column for each account, enter an increase as a positive and a decrease as a
negative amount. This is true for both revenues and expenditures.

for each new account. Please use the insert command to add above the sub-total line.
at all added lines are in the sum range.

8 include revenues, you may delete that section, however, please verify that the Net Change
9 calculating correctly.

10 te the entire fund section and adjust the Net Appropriation Change formula which should
11 nditure sub-totals.

12 required, it is best to copy an existing fund section and inserting above the Net
13 e line. Again, please verify the formula picks up the new fund amounts which equal the
14 b-totals.

15 ctor or designee is responsible for signing the ABA.

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Darwin Base

Date: June 16, 2020

Phone: x7700

Reason for Appropriation:

To recognize Ventura County Fire Department regional Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant FY17 in the Oxnard Fire Department allocation in the amount of \$11,817,42, of which \$1,074.31 is a matching requirement, for FY17 Air Purification Respirator Regional Grant EMW-2017-FR-00154. The match will be funded from Fire General Fund Account 101-2201-802.81-04.

Accounts and Descriptions

AMOUNT

Fund: **101 - GENERAL FUND**

Expenditures/Transfers Out

FIRE SUPPRESSION (2201)

101-2201-802.81-04	SUPPLIES - SHOP/FIELD	(1,074)
101-2201-802.87-33	TRANSFER TO GRANT FUND	<u>1,074</u>
	Sub-total Expenditures	<u>0</u>

Net Change to Fund Balance 0

Fund: **238 - HOMELAND SECURITY GRANT FUND**

Revenues/Transfers In

AFG APR FY17 (772280)

238-2221-531-72-20	GENERAL FUND MATCH - FED GRANTS	1,074
238-2221-531.72-31	FEDERAL/STATE GRANT REVENUES	<u>10,743</u>
	Sub-total Revenues	<u>11,817</u>

Expenditures/Transfers Out

AFG APR FY17 (772280)

238-2221-802.81-04	SUPPLIES - SHOP/FIELD	<u>11,817</u>
	Sub-total Expenditures	<u>11,817</u>

Net Change to Fund Balance 0

Net Appropriation Change 11,817

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.6

DATE: June 16, 2020

TO: City Council

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

SUBJECT: Rental Agreement A-8221 with Amrep for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Rental Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for a total amount not to exceed \$621,600 for the rental of refuse collection trucks through June 30, 2021. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

Currently, the Environmental Resources Division (ER) operates 12 refuse collection trucks to service commercial customers. The design of these vehicles allows for the lifting and tilting of large commercial size two (2) and four (4) cubic yard refuse bins. ER is in need of replacing seven (7) refuse collection trucks that are beyond their useful life cycle which has required extensive maintenance costs and significant downtime. Three (3) of the existing refuse collection trucks are currently out of service. Staff will look at all options when replacing the old refuse collection trucks which will be bid in FY 2020-21 through a competitive process. Staff will consider electric or hybrid models, if available, or compressed natural gas (CNG) models, an alternative fuel that is cleaner and more fuel efficient when compared to the currently used diesel fuel.

DISCUSSION

While the City awaits for the bidding process and delivery of the new CNG trucks, ER will rent seven (7) refuse collection trucks from Amrep. This action will avoid recurring costly repairs and downtime of the old refuse collection trucks. The estimated monthly repair cost is \$65,000.

In a request for soliciting rental quotes, City staff was unable to obtain three vendor bids. This was due in part to Amrep being the only company that provides rental refuse collection truck services with front-end loader options on the west coast of the United States. In addition, Amrep has refuse collection trucks readily available for rental and can provide immediate delivery.

Amrep will provide six (6) months of preventative maintenance services and the City is responsible for the remaining six months of the rental period. The City is also responsible for rental refuse collection trucks insurance coverage.

The monthly rental cost is \$58,100 for all seven (7) trucks which includes the rental and maintenance costs. This monthly cost is less than the current City's monthly repair costs. Training for the drivers and mechanics is not necessary because the City currently utilizes Amrep brand refuse collection trucks.

Staff recommends executing the Rental Agreement with Amrep as a single source rental. The term of the rental period is from July 1, 2020 through June 30, 2021 and will not exceed the amount of \$621,600. ER will return the rental refuse collection trucks on a staggered schedule as the new CNG refuse collection trucks are delivered to the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Rental Agreement with Amrep will not exceed \$621,600. Funds will be included in the Environmental Resources Fund (631) Budget for FY 2020-21 (631-6308-846-83-21).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Amrep - Rental Agreement
2. Amrep - FEL Truck Rental Quote
3. Amrep - Single Source Purchase

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of April __, 2020, is entered into between _____ ("Customer"), with offices at _____ and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

- 1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.
- 2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.
- 3) **RENT.** Customer shall pay Amrep the sum of \$7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.
- 4) **ACCEPTANCE AND INSPECTION.** By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.
- 5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.
- 6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,

including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

- 7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

- a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
- b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
- c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
- d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
- e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
- f) **Accident Reporting.** Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

- a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
- b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
- c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
- d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

- 10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

- 11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.
- 12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of \$1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of \$2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of \$1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of \$5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.
- 13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

- a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.
- b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.
- c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer hereby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) Hold Harmless, Defense and Indemnity.

- a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Amrep's performance of this Agreement or Amrep's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep 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 any of the Indemnitees shall not relieve Amrep from its separate and distinct obligation to defend the Indemnitees. 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 Amrep asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.
- c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.
- d) Amrep warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Amrep shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

- e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Amrep shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.
- f) Amrep shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) RETURN OF EQUIPMENT.

- a) **Obligation to Return Equipment.** Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.
- b) **Condition of Equipment Upon Return.** Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) MISCELLANEOUS.

- a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.
- b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.
- f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.
- g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.
- i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.
- l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
- o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

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

CUSTOMER: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

By: _____

Name: _____

Name: Eric L. Mattson

Title: _____

Title: President

Date: _____

Date: _____

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

- 1. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

- 2. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

- 3. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.

In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.

DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service



1555 S. Cucamonga Ave, Ontario, CA 91761 Ph# (909) 923-0430 FAX (909) 923-2485
http://www.amrepinc.com

Manufacturer of Quality Refuse Equipment

PROPOSAL

30732 Rental

FOR: City of Oxnard CA		Contact: Ignacio Carrillo	Date: 04/09/2020
111 South Del Norte Blvd.		Phone: 805-385-8220	Salesman: Rob Strange
Oxnard CA	ZIP 93030	Fax: 805-487-3860	Title: National Sales
CUSTOMER: Oxnard City CA		E-Mail: ignacio.carrillo@oxnard.org	rstrange@amrepinc.com

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY: 21' HX450FL Body Style - 40 Cubic Yard Capacity
Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Full Packer Blade
Fixed Side Pocket Forks
Modular Electrical System With Packer Computer and Display
"Plug & Socket" Weather Resistant Harness System
LED Lighting Package With Mid Body Turn Signals
Inside & Outside Air Controls
Body Service Hoist
Broom & Shovel Mounted On Body Shell
20# Fire Extinguisher Mounted On Tandem Fender
Rear Strobe Mounted At Lower Door

CHASSIS : PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160

Paccar MX-11 Allison 4500 RDS Transmission

315/80R 22.5 20 Ply M870 x 10 each

ALCOA 89U637 22.5X9.00 x 10 each

MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-

MIRROR BRKT; INCLUDES DUAL DOOR STOPS

(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER

Radio Running lights Standard & Ecco back up alarm

AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT

Steel Tool Box Peterson Strobe 6 light package

	PRICE	QTY	TOTAL
RENTAL AGREEMENT TERMS PER MONTH PRICING:			
* RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis)			
* 5 EACH COMMERCIAL FRONT END LOADER			
* DELIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE			
* CONDITION IS: NEW (no prior in service)			
* 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month			
* All other Terms and Conditions please refer to Lease Agreement Enclosed			
Unit Base Price	\$7,400.00 per month per truck	7	\$51,800.00 monthly

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL	\$51,800.00
TAXES TBD	\$

Proposal Valid For 30 Days From Date For Acceptance And

F.O.B.: City of Oxnard
DELIVERY: 10 days Upon Receipt of Signed Contract
SIGNATURE: _____
DATE: _____

	\$0.00
Freight	No Charge
TOTAL	

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.

ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
- Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):**
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)*

1. Vendor Legal Business Name: **AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.**
2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
 - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
 - ☒ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - ☒ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
 - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manager/City Council).
 - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over \$200,000
 - ☒ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
 - ☐ Comparison to product catalog.
 - ☐ Comparison to similar product/service.
 - ☐ Published price lists.
 - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
 - ☒ Records of previously bid items that were similar.
 - ☒ Proven industry standard.

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer) **Refuse collection fleet has been impacted by multiple vehicle breakdowns. In order to maintain operational integrity, the Environmental Resources Division (ER) seeks the rental of seven (7) front loader collection vehicles. ER's current waste collection fleet is Amrep brand vehicles. City drivers have been trained and are familiar with the Amrep vehicle controls and vehicle layouts. Renting non-Amrep front loader vehicles would impact productivity and increase costs to the City as additional specialized training for employees would be necessary. The term of rental is not to exceed one year. ER expects to surrender rented units on a staggered schedule as newly purchased vehicles are delivered from manufacturer.**

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 19/20	Fiscal Year: 20/21
One-Time Costs (Describe):		
Ongoing Costs (Describe): Monthly Rental of 7 Units	\$51,800/mo.	\$51,800/mo.
Annual Total Costs: Add the total by year	\$51,800	\$569,800

6. Period of Performance:

From:	June 2019	To:	June 2021	Or	<u>One-Time Purchase</u>	
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I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: **Public Works – ER**

Requestor Name (Print Name): **Todd Vasquez-Housley**

Please print

Authorized **Department Director** or designee: /

Please print/sign name

Date:

Below to be processed by Purchasing:

☐

Approved or

☐

Denied

Notes:

Purchasing Buyer: /

Under \$25,000

Please Sign

Date:

Purchasing Manager: Daniel Willhite /

Up to \$100,000

Please Sign

Date:



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

City Manager: Alexander Nguyen

/

\$100,001 to \$200,000

Please Sign

Date:

Mayor: Tim Flynn

/

\$200,001 +

Please Sign

Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	\$	FY:	
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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.7

DATE: June 16, 2020

TO: City Council

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

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

RECOMMENDATION

That the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2020-21. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On July 24, 2001, City Council adopted Resolution No. 12,019 authorizing bonded indebtedness for CFD No. 2000-3 in the amount not to exceed \$15,000,000 to be paid by the levy of a special tax. Government Code Section 53340 requires that, prior to the first time the special tax is levied, the City Council adopt an ordinance setting the special tax rate (which states the maximum rate approved by the voters in the CFD at the time of formation). Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The special tax rate set by resolution each year may be less than the maximum rate set by the ordinance. On April 17, 2001, the City Council adopted Ordinance No. 2570 setting the special tax rate for CFD No. 2000-3.

DISCUSSION

The attached resolution sets the special tax rate for Fiscal Year 2020-21 for CFD No. 2000-3. The special tax is used to pay debt service on the CFD No. 2000-3 bonds and to pay expenses related to administration of the district. While the maximum special tax rate in FY 2020-21 for CFD No. 2000-3 is \$921,278, the actual amount to be levied is \$597,502. The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$5,330,000 with the final payment due on September 1, 2032.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 2000-3. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes which are levied against properties located in CFD No. 2000-3.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 26, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax 2000-3 FY 2020-21
2. CFD 2000-3 Levies by Location
3. Districts Map and Legend

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT
NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE),
SETTING THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH
COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2020-21

WHEREAS, the CITY COUNCIL of the CITY OF OXNARD, CALIFORNIA (the “City Council”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”) and this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) (the “District”); and

WHEREAS, the City Council, by the adoption of Ordinance No. 2570 (“Ordinance”) as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes within the District including the Improvement Areas established within such District to finance authorized services; and

WHEREAS, Government Code Section 53340 provides that the City Council may provide, by resolution, for the levy of special taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the special tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by the City Council with the Auditor of the County of Ventura (the “County Auditor”) on or before August 10th of the applicable tax year; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the City’s Chief Financial Officer has prepared or caused to be prepared a Certified Parcel List;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2020-21 at the special tax rates set forth in the report prepared by NBS Government Finance Group entitled “City of Oxnard Community Facilities District No. 2000-3 (Oxnard Blvd/Highway 101 Interchange) Fiscal Year 2020-21 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary

modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 3. The Chief Financial Officer is hereby authorized and directed to submit the Certified Parcel List to the County Auditor on or before July 6, 2020 or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Oxnard, acting for and on behalf of the District.

SECTION 5. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax.

SECTION 6. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 7. This resolution shall become effective upon its adoption.

APPROVED AND ADOPTED on this ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) of the City of Oxnard

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2020

City Clerk of the City Council of the City of Oxnard

(SEAL)

EXHIBIT A

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BLVD/HIGHWAY 101 INTERCHANGE) FISCAL YEAR 2020-2021 LEVY

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-033-055	NOT AVAILABLE	\$246.82	132-0-252-505	3026 N OXNARD BLVD	\$170.52
132-0-033-075	NOT AVAILABLE	245.72	132-0-252-515	3028 N OXNARD BLVD	170.52
132-0-033-095	110 RIVERPARK BLVD	1,794.78	132-0-252-525	3030 N OXNARD BLVD	170.52
132-0-033-105	210 RIVERPARK BLVD	2,770.58	132-0-252-535	3032 N OXNARD BLVD	170.52
132-0-060-050	2805 VINEYARD AVE	155.06	132-0-260-015	416 GREEN RIVER ST	125.86
132-0-060-145	141 W STROUBE ST	799.24	132-0-260-025	414 GREEN RIVER ST	125.86
132-0-060-155	2851 N VINEYARD AVE	322.08	132-0-260-035	412 GREEN RIVER ST	125.86
132-0-100-085	NOT AVAILABLE	1,699.88	132-0-260-045	410 GREEN RIVER ST	125.86
132-0-100-095	NOT AVAILABLE	3,829.22	132-0-260-055	408 GREEN RIVER ST	125.86
132-0-100-105	1000 TOWN CENTER DR	7,187.24	132-0-260-065	407 FLATHEAD RIVER ST	125.86
132-0-100-165	2901 N VENTURA RD	9,935.72	132-0-260-075	417 FLATHEAD RIVER ST	125.86
132-0-100-175	NOT AVAILABLE	13.08	132-0-260-085	427 FLATHEAD RIVER ST	125.86
132-0-100-185	2775 N VENTURA RD	4,370.20	132-0-260-095	437 FLATHEAD RIVER ST	125.86
132-0-100-235	2811 N VENTURA RD	480.62	132-0-260-105	447 FLATHEAD RIVER ST	125.86
132-0-100-245	2821 N VENTURA RD	480.62	132-0-260-115	457 FLATHEAD RIVER ST	125.86
132-0-100-255	2801 N VENTURA RD	896.44	132-0-260-125	3010 MOONLIGHT PARK AVE	125.86
132-0-110-175	NOT AVAILABLE	504.08	132-0-260-135	3012 MOONLIGHT PARK AVE	125.86
132-0-110-315	NOT AVAILABLE	12,554.00	132-0-260-145	3014 MOONLIGHT PARK AVE	125.86
132-0-110-535	750 CLYDE RIVER PL	10,249.64	132-0-260-155	3016 MOONLIGHT PARK AVE	125.86
132-0-170-105	NOT AVAILABLE	566.28	132-0-260-165	3018 MOONLIGHT PARK AVE	125.86
132-0-170-115	NOT AVAILABLE	1,528.96	132-0-260-175	3020 MOONLIGHT PARK AVE	125.86
132-0-170-125	2905 ROCKY MOUNTAIN DR	377.52	132-0-260-185	3022 MOONLIGHT PARK AVE	125.86
132-0-170-135	2903 ROCKY MOUNTAIN DR	377.52	132-0-260-195	406 GARONNE ST	213.00
132-0-170-145	2901 ROCKY MOUNTAIN DR	377.52	132-0-260-205	404 GARONNE ST	213.00
132-0-170-155	2907 ROCKY MOUNTAIN DR	377.52	132-0-260-215	402 GARONNE ST	213.00
132-0-170-165	2909 ROCKY MOUNTAIN DR	377.52	132-0-260-225	400 GARONNE ST	213.00
132-0-170-175	2911 ROCKY MOUNTAIN DR	377.52	132-0-260-235	401 FOREST PARK BLVD	213.00
132-0-170-185	2925 ROCKY MOUNTAIN DR	424.70	132-0-260-245	403 FOREST PARK BLVD	213.00
132-0-170-195	2923 ROCKY MOUNTAIN DR	424.70	132-0-260-255	405 FOREST PARK BLVD	213.00
132-0-170-205	2921 ROCKY MOUNTAIN DR	424.70	132-0-260-265	407 FOREST PARK BLVD	213.00
132-0-170-215	2927 ROCKY MOUNTAIN DR	424.70	132-0-260-275	409 FOREST PARK BLVD	213.00
132-0-170-225	2929 ROCKY MOUNTAIN DR	424.70	132-0-260-285	411 FOREST PARK BLVD	213.00
132-0-170-235	2931 ROCKY MOUNTAIN DR	424.70	132-0-260-295	413 FOREST PARK BLVD	213.00
132-0-170-245	313 DANVERS RIVER ST	291.22	132-0-260-305	415 FOREST PARK BLVD	213.00
132-0-170-255	311 DANVERS RIVER ST	291.22	132-0-260-315	417 FOREST PARK BLVD	213.00
132-0-170-265	309 DANVERS RIVER ST	291.22	132-0-260-355	421 FOREST PARK BLVD	228.66
132-0-170-275	307 DANVERS RIVER ST	291.22	132-0-260-365	423 FOREST PARK BLVD	228.66
132-0-170-285	305 DANVERS RIVER ST	291.22	132-0-260-375	425 FOREST PARK BLVD	228.66
132-0-170-295	303 DANVERS RIVER ST	291.22	132-0-260-385	427 FOREST PARK BLVD	228.66
132-0-170-305	301 DANVERS RIVER ST	291.22	132-0-260-395	3006 MOONLIGHT PARK AVE	228.66
132-0-170-315	318 ELK RIVER ST	330.32	132-0-260-405	3004 MOONLIGHT PARK AVE	228.66
132-0-170-325	316 ELK RIVER ST	330.32	132-0-260-415	3002 MOONLIGHT PARK AVE	228.66
132-0-170-335	314 ELK RIVER ST	330.32	132-0-260-425	3000 MOONLIGHT PARK AVE	228.66
132-0-170-345	312 ELK RIVER ST	330.32	132-0-260-435	431 FOREST PARK BLVD	228.66
132-0-170-355	310 ELK RIVER ST	330.32	132-0-260-445	433 FOREST PARK BLVD	228.66
132-0-170-365	308 ELK RIVER ST	330.32	132-0-260-455	435 FOREST PARK BLVD	228.66
132-0-170-375	373 FEATHER RIVER PL	364.04	132-0-260-465	437 FOREST PARK BLVD	228.66
132-0-170-385	371 FEATHER RIVER PL	364.04	132-0-260-475	439 FOREST PARK BLVD	228.66
132-0-170-395	369 FEATHER RIVER PL	364.04	132-0-260-485	441 FOREST PARK BLVD	228.66
132-0-170-405	367 FEATHER RIVER PL	364.04	132-0-260-495	443 FOREST PARK BLVD	228.66
132-0-170-415	365 FEATHER RIVER PL	364.04	132-0-260-505	NOT AVAILABLE	723.74
132-0-170-425	363 FEATHER RIVER PL	364.04	132-0-271-155	714 FLATHEAD RIVER ST	124.10
132-0-170-435	361 FEATHER RIVER PL	364.04	132-0-271-165	712 FLATHEAD RIVER ST	124.10
132-0-170-445	355 FEATHER RIVER PL	364.04	132-0-271-175	710 FLATHEAD RIVER ST	124.10
132-0-170-455	353 FEATHER RIVER PL	364.04	132-0-271-185	708 FLATHEAD RIVER ST	124.10
132-0-170-465	351 FEATHER RIVER PL	364.04	132-0-271-195	706 FLATHEAD RIVER ST	124.10
132-0-170-475	349 FEATHER RIVER PL	364.04	132-0-271-205	704 FLATHEAD RIVER ST	124.10
132-0-170-485	347 FEATHER RIVER PL	364.04	132-0-271-215	702 FLATHEAD RIVER ST	124.10
132-0-170-495	345 FEATHER RIVER PL	364.04	132-0-271-285	3013 N OXNARD BLVD	216.62
132-0-170-505	343 FEATHER RIVER PL	364.04	132-0-271-295	3011 N OXNARD BLVD	216.62

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-170-515	341 FEATHER RIVER PL	311.44	132-0-271-305	3009 N OXNARD BLVD	216.62
132-0-170-525	339 FEATHER RIVER PL	311.44	132-0-271-315	3007 N OXNARD BLVD	216.62
132-0-170-535	337 FEATHER RIVER PL	311.44	132-0-271-325	701 FOREST PARK BLVD	216.62
132-0-170-545	335 FEATHER RIVER PL	311.44	132-0-271-335	703 FOREST PARK BLVD	216.62
132-0-170-555	333 FEATHER RIVER PL	311.44	132-0-271-345	NOT AVAILABLE	216.62
132-0-170-565	331 FEATHER RIVER PL	311.44	132-0-271-355	707 FOREST PARK BLVD	216.62
132-0-170-575	321 FEATHER RIVER PL	396.40	132-0-271-365	709 FOREST PARK BLVD	216.62
132-0-170-585	319 FEATHER RIVER PL	396.40	132-0-271-375	711 FOREST PARK BLVD	216.62
132-0-170-595	317 FEATHER RIVER PL	396.40	132-0-271-385	713 FOREST PARK BLVD	216.62
132-0-170-605	315 FEATHER RIVER PL	396.38	132-0-271-395	717 FOREST PARK BLVD	216.62
132-0-170-615	316 FEATHER RIVER PL	377.52	132-0-271-405	719 FOREST PARK BLVD	216.62
132-0-170-625	318 FEATHER RIVER PL	377.52	132-0-271-415	721 FOREST PARK BLVD	216.62
132-0-170-635	320 FEATHER RIVER PL	377.52	132-0-271-425	723 FOREST PARK BLVD	216.62
132-0-170-645	319 ELK RIVER ST	368.08	132-0-271-435	725 FOREST PARK BLVD	216.62
132-0-170-655	317 ELK RIVER ST	368.08	132-0-271-445	727 FOREST PARK BLVD	216.62
132-0-170-665	315 ELK RIVER ST	368.08	132-0-271-455	729 FOREST PARK BLVD	216.62
132-0-170-675	313 ELK RIVER ST	368.08	132-0-271-465	731 FOREST PARK BLVD	216.62
132-0-180-175	351 FOREST PARK BLVD	241.64	132-0-271-475	733 FOREST PARK BLVD	216.62
132-0-180-185	349 FOREST PARK BLVD	241.64	132-0-271-485	737 FOREST PARK BLVD	216.62
132-0-180-195	347 FOREST PARK BLVD	241.64	132-0-271-495	749 FOREST PARK BLVD	216.62
132-0-180-205	345 FOREST PARK BLVD	241.64	132-0-271-505	751 FOREST PARK BLVD	216.62
132-0-180-215	343 FOREST PARK BLVD	241.64	132-0-271-515	753 FOREST PARK BLVD	216.62
132-0-180-225	341 FOREST PARK BLVD	241.64	132-0-271-525	755 FOREST PARK BLVD	216.62
132-0-180-235	335 FOREST PARK BLVD	241.64	132-0-271-535	757 FOREST PARK BLVD	216.62
132-0-180-245	333 FOREST PARK BLVD	241.64	132-0-271-545	759 FOREST PARK BLVD	216.62
132-0-180-255	331 FOREST PARK BLVD	241.64	132-0-271-555	761 FOREST PARK BLVD	216.62
132-0-180-265	321 FOREST PARK BLVD	241.64	132-0-271-565	763 FOREST PARK BLVD	216.62
132-0-180-275	319 FOREST PARK BLVD	241.64	132-0-271-575	765 FOREST PARK BLVD	216.62
132-0-180-285	317 FOREST PARK BLVD	241.64	132-0-271-585	3010 VENTURA RD	216.62
132-0-180-295	315 FOREST PARK BLVD	241.64	132-0-271-595	3012 VENTURA RD	216.62
132-0-180-305	313 FOREST PARK BLVD	241.64	132-0-271-605	3014 VENTURA RD	216.62
132-0-180-315	311 FOREST PARK BLVD	241.64	132-0-271-615	3016 VENTURA RD	216.62
132-0-180-325	309 FOREST PARK BLVD	241.64	132-0-272-375	3033 N OXNARD BLVD	180.10
132-0-180-335	307 FOREST PARK BLVD	241.64	132-0-272-385	3031 N OXNARD BLVD	180.10
132-0-180-425	3032 SHENANDOAH DR	149.08	132-0-272-395	3029 N OXNARD BLVD	180.10
132-0-180-435	3022 SHENANDOAH DR	149.08	132-0-272-405	3027 N OXNARD BLVD	180.10
132-0-180-445	3012 SHENANDOAH DR	149.08	132-0-272-415	3025 N OXNARD BLVD	180.10
132-0-180-455	3002 SHENANDOAH DR	149.08	132-0-272-425	3023 N OXNARD BLVD	180.10
132-0-180-465	3003 SHENANDOAH DR	152.38	132-0-272-435	3021 N OXNARD BLVD	180.10
132-0-180-475	3013 SHENANDOAH DR	152.38	132-0-280-015	470 GARONNE ST	149.46
132-0-180-485	3023 SHENANDOAH DR	152.38	132-0-280-025	468 GARONNE ST	149.46
132-0-180-495	3033 SHENANDOAH DR	152.38	132-0-280-035	466 GARONNE ST	149.46
132-0-180-505	3043 SHENANDOAH DR	152.38	132-0-280-045	464 GARONNE ST	149.46
132-0-180-545	3034 ROIA LN	173.92	132-0-280-055	462 GARONNE ST	149.46
132-0-180-555	3024 ROIA LN	173.92	132-0-280-065	460 GARONNE ST	149.46
132-0-180-565	3014 ROIA LN	173.92	132-0-280-075	430 GARONNE ST	149.46
132-0-180-575	3004 ROIA LN	173.92	132-0-280-085	428 GARONNE ST	149.46
132-0-180-585	3005 ROIA LN	209.80	132-0-280-095	426 GARONNE ST	149.46
132-0-180-595	3015 ROIA LN	209.80	132-0-280-105	424 GARONNE ST	149.46
132-0-180-605	3025 ROIA LN	209.80	132-0-280-115	422 GARONNE ST	149.46
132-0-180-675	3026 PALISADES PARK DR	187.72	132-0-280-125	420 GARONNE ST	149.46
132-0-180-685	3016 PALISADES PARK DR	187.72	132-0-280-135	421 GREEN RIVER ST	149.46
132-0-180-695	3006 PALISADES PARK DR	187.72	132-0-280-145	423 GREEN RIVER ST	149.46
132-0-180-765	405 GARONNE ST	220.86	132-0-280-155	425 GREEN RIVER ST	149.46
132-0-180-775	403 GARONNE ST	220.86	132-0-280-165	427 GREEN RIVER ST	149.46
132-0-180-785	401 GARONNE ST	220.86	132-0-280-175	429 GREEN RIVER ST	149.46
132-0-190-015	321 COLORADO RIVER PL	252.64	132-0-280-185	431 GREEN RIVER ST	149.46
132-0-190-025	331 COLORADO RIVER PL	252.64	132-0-280-195	NOT AVAILABLE	149.46
132-0-190-035	341 COLORADO RIVER PL	252.64	132-0-280-205	463 GREEN RIVER ST	149.46
132-0-190-045	351 COLORADO RIVER PL	252.64	132-0-280-215	465 GREEN RIVER ST	149.46

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-190-055	391 COLORADO RIVER PL	252.64	132-0-280-225	467 GREEN RIVER ST	149.46
132-0-190-065	381 COLORADO RIVER PL	252.64	132-0-280-235	469 GREEN RIVER ST	149.46
132-0-190-075	371 COLORADO RIVER PL	252.64	132-0-280-245	471 GREEN RIVER ST	149.46
132-0-190-085	361 COLORADO RIVER PL	252.64	132-0-290-075	530 GARONNE ST	137.10
132-0-190-095	2800 RIVERPARK BLVD	252.64	132-0-290-085	528 GARONNE ST	137.10
132-0-190-105	2802 RIVERPARK BLVD	252.64	132-0-290-095	526 GARONNE ST	137.10
132-0-190-115	2804 RIVERPARK BLVD	252.64	132-0-290-105	524 GARONNE ST	137.10
132-0-190-125	2820 RIVERPARK BLVD	252.64	132-0-290-115	522 GARONNE ST	137.10
132-0-190-135	2818 RIVERPARK BLVD	252.64	132-0-290-125	520 GARONNE ST	137.10
132-0-190-145	2816 RIVERPARK BLVD	252.64	132-0-290-135	521 GREEN RIVER ST	137.10
132-0-190-155	2814 RIVERPARK BLVD	252.64	132-0-290-145	523 GREEN RIVER ST	137.10
132-0-190-165	2812 RIVERPARK BLVD	252.64	132-0-290-155	525 GREEN RIVER ST	137.10
132-0-190-175	2810 RIVERPARK BLVD	252.64	132-0-290-165	527 GREEN RIVER ST	137.10
132-0-190-185	2821 SMOKY MOUNTAIN DR	252.64	132-0-290-175	529 GREEN RIVER ST	137.10
132-0-190-195	2819 SMOKY MOUNTAIN DR	252.64	132-0-290-185	531 GREEN RIVER ST	137.10
132-0-190-205	2817 SMOKY MOUNTAIN DR	252.64	132-0-311-035	NOT AVAILABLE	7,041.68
132-0-190-215	2815 SMOKY MOUNTAIN DR	252.64	132-0-311-045	NOT AVAILABLE	6,787.04
132-0-190-225	2813 SMOKY MOUNTAIN DR	252.64	132-0-311-055	2766 SEAGLASS WAY	4,598.32
132-0-190-235	2811 SMOKY MOUNTAIN DR	252.64	132-0-311-105	400 TOWN CENTER DR	11,688.42
132-0-190-245	2801 SMOKY MOUNTAIN DR	252.64	132-0-311-115	681 TOWN CENTER DR	1,300.32
132-0-190-255	2803 SMOKY MOUNTAIN DR	252.64	132-0-311-125	691 TOWN CENTER DR	873.94
132-0-190-265	2805 SMOKY MOUNTAIN DR	252.64	132-0-311-135	598 TOWN CENTER DR	1,656.62
132-0-190-275	2835 SMOKY MOUNTAIN DR	230.54	132-0-311-165	NOT AVAILABLE	813.78
132-0-190-285	2833 SMOKY MOUNTAIN DR	230.54	132-0-311-175	NOT AVAILABLE	91,297.86
132-0-190-295	2831 SMOKY MOUNTAIN DR	230.54	132-0-311-185	656 TOWN CENTER WAY	2,529.32
132-0-190-305	2830 RIVERPARK BLVD	230.54	132-0-311-195	670 TOWN CENTER WAY	241.92
132-0-190-315	2832 RIVERPARK BLVD	230.54	132-0-330-015	361 RIVERPARK BLVD	106.00
132-0-190-325	2834 RIVER PARK BLVD	230.54	132-0-330-025	361 RIVERPARK BLVD	106.00
132-0-190-335	392 DANVERS RIVER ST	230.54	132-0-330-035	361 RIVERPARK BLVD	106.00
132-0-190-345	382 DANVERS RIVER ST	230.54	132-0-330-045	361 RIVERPARK BLVD	106.00
132-0-190-355	372 DANVERS RIVER ST	230.54	132-0-330-055	361 RIVERPARK BLVD	106.00
132-0-190-365	362 DANVERS RIVER ST	230.54	132-0-330-065	361 RIVERPARK BLVD	106.00
132-0-190-375	322 DANVERS RIVER ST	230.54	132-0-330-075	361 RIVERPARK BLVD	106.00
132-0-190-385	332 DANVERS RIVER ST	230.54	132-0-330-085	361 RIVERPARK BLVD	106.00
132-0-190-395	342 DANVERS RIVER ST	230.54	132-0-330-095	361 RIVERPARK BLVD	106.00
132-0-190-405	352 DANVERS RIVER ST	230.54	132-0-330-105	361 RIVERPARK BLVD	106.00
132-0-200-015	2716 RIVERPARK BLVD	249.16	132-0-330-115	361 RIVERPARK BLVD	106.00
132-0-200-025	2714 RIVERPARK BLVD	249.16	132-0-330-125	361 RIVERPARK BLVD	106.00
132-0-200-035	2712 RIVERPARK BLVD	249.16	132-0-340-015	359 RIVERPARK BLVD	106.00
132-0-200-045	2710 RIVERPARK BLVD	249.16	132-0-340-025	359 RIVERPARK BLVD	106.00
132-0-200-055	2720 RIVERPARK BLVD	249.16	132-0-340-035	359 RIVERPARK BLVD	106.00
132-0-200-065	2722 RIVERPARK BLVD	249.16	132-0-340-045	359 RIVERPARK BLVD	106.00
132-0-200-075	2724 RIVERPARK BLVD	249.16	132-0-340-055	359 RIVERPARK BLVD	106.00
132-0-200-085	2726 RIVERPARK BLVD	249.16	132-0-340-065	359 RIVERPARK BLVD	106.00
132-0-200-095	2734 RIVERPARK BLVD	249.16	132-0-340-075	359 RIVERPARK BLVD	106.00
132-0-200-105	2732 RIVERPARK BLVD	249.16	132-0-340-085	359 RIVERPARK BLVD	106.00
132-0-200-115	2730 RIVERPARK BLVD	249.16	132-0-340-095	359 RIVERPARK BLVD	106.00
132-0-200-125	390 COLORADO RIVER PL	249.16	132-0-340-105	359 RIVERPARK BLVD	106.00
132-0-200-135	380 COLORADO RIVER PL	249.16	132-0-340-115	359 RIVERPARK BLVD	106.00
132-0-200-145	370 COLORADO RIVER PL	249.16	132-0-340-125	359 RIVERPARK BLVD	106.00
132-0-200-155	360 COLORADO RIVER PL	249.16	132-0-350-015	357 RIVERPARK BLVD	106.00
132-0-200-165	320 COLORADO RIVER PL	249.16	132-0-350-025	357 RIVERPARK BLVD	106.00
132-0-200-175	330 COLORADO RIVER PL	249.16	132-0-350-035	357 RIVERPARK BLVD	106.00
132-0-200-185	340 COLORADO RIVER PL	249.16	132-0-350-045	357 RIVERPARK BLVD	106.00
132-0-200-195	350 COLORADO RIVER PL	249.16	132-0-350-055	357 RIVERPARK BLVD	106.00
132-0-200-205	2735 SMOKY MOUNTAIN DR	275.04	132-0-350-065	357 RIVERPARK BLVD	106.00
132-0-200-215	2733 SMOKY MOUNTAIN DR	275.04	132-0-350-075	357 RIVERPARK BLVD	106.00
132-0-200-225	2731 SMOKY MOUNTAIN DR	275.04	132-0-350-085	357 RIVERPARK BLVD	106.00
132-0-200-235	2721 SMOKY MOUNTAIN DR	275.04	132-0-350-095	357 RIVERPARK BLVD	106.00
132-0-200-245	2723 SMOKY MOUNTAIN DR	275.04	132-0-350-105	357 RIVERPARK BLVD	106.00

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-200-255	2725 SMOKY MOUNTAIN DR	275.04	132-0-350-115	357 RIVERPARK BLVD	106.00
132-0-200-265	2727 SMOKY MOUNTAIN DR	275.04	132-0-350-125	357 RIVERPARK BLVD	106.00
132-0-200-275	2717 SMOKY MOUNTAIN DR	275.04	132-0-360-015	355 RIVERPARK BLVD	106.00
132-0-200-285	2715 SMOKY MOUNTAIN DR	275.04	132-0-360-025	355 RIVERPARK BLVD	106.00
132-0-200-295	2713 SMOKY MOUNTAIN DR	275.04	132-0-360-035	355 RIVERPARK BLVD	106.00
132-0-200-305	2711 SMOKY MOUNTAIN DR	275.04	132-0-360-045	355 RIVERPARK BLVD	106.00
132-0-200-455	2701 SMOKY MOUNTAIN DR	275.04	132-0-360-055	355 RIVERPARK BLVD	106.00
132-0-200-465	2703 SMOKY MOUNTAIN DR	275.04	132-0-360-065	355 RIVERPARK BLVD	106.00
132-0-200-475	2705 SMOKY MOUNTAIN DR	275.04	132-0-360-075	355 RIVERPARK BLVD	106.00
132-0-200-485	2700 RIVERPARK BLVD	249.16	132-0-360-085	355 RIVERPARK BLVD	106.00
132-0-200-495	2702 RIVERPARK BLVD	249.16	132-0-360-095	355 RIVERPARK BLVD	106.00
132-0-200-505	2704 RIVERPARK BLVD	249.16	132-0-360-105	355 RIVERPARK BLVD	106.00
132-0-200-515	341 AMERICAN RIVER CT	249.16	132-0-360-115	355 RIVERPARK BLVD	106.00
132-0-200-525	343 AMERICAN RIVER CT	249.16	132-0-360-125	355 RIVERPARK BLVD	106.00
132-0-200-535	345 AMERICAN RIVER CT	249.16	132-0-370-015	353 RIVERPARK BLVD	106.00
132-0-200-545	347 AMERICAN RIVER CT	249.16	132-0-370-025	353 RIVERPARK BLVD	106.00
132-0-200-555	357 AMERICAN RIVER CT	249.16	132-0-370-035	353 RIVERPARK BLVD	106.00
132-0-200-565	355 AMERICAN RIVER CT	249.16	132-0-370-045	353 RIVERPARK BLVD	106.00
132-0-200-575	353 AMERICAN RIVER CT	249.16	132-0-370-055	353 RIVERPARK BLVD	106.00
132-0-200-585	351 AMERICAN RIVER CT	249.16	132-0-370-065	353 RIVERPARK BLVD	106.00
132-0-210-345	300 BIG SUR RIVER PL	229.34	132-0-370-075	353 RIVERPARK BLVD	106.00
132-0-210-355	302 BIG SUR RIVER PL	229.34	132-0-370-085	353 RIVERPARK BLVD	106.00
132-0-210-365	304 BIG SUR RIVER PL	229.34	132-0-370-095	353 RIVERPARK BLVD	106.00
132-0-210-375	306 BIG SUR RIVER PL	229.34	132-0-370-105	353 RIVERPARK BLVD	106.00
132-0-210-385	308 BIG SUR RIVER PL	229.34	132-0-370-115	353 RIVERPARK BLVD	106.00
132-0-210-395	310 BIG SUR RIVER PL	229.34	132-0-370-125	353 RIVERPARK BLVD	106.00
132-0-210-405	301 AMERICAN RIVER CT	229.34	132-0-380-015	351 RIVERPARK BLVD	106.00
132-0-210-415	303 AMERICAN RIVER CT	229.34	132-0-380-025	351 RIVERPARK BLVD	106.00
132-0-210-425	305 AMERICAN RIVER CT	229.34	132-0-380-035	351 RIVERPARK BLVD	106.00
132-0-210-435	307 AMERICAN RIVER CT	229.34	132-0-380-045	351 RIVERPARK BLVD	106.00
132-0-210-445	309 AMERICAN RIVER CT	229.34	132-0-380-055	351 RIVERPARK BLVD	106.00
132-0-210-455	311 AMERICAN RIVER CT	229.34	132-0-380-065	351 RIVERPARK BLVD	106.00
132-0-210-465	312 BIG SUR RIVER PL	229.34	132-0-380-075	351 RIVERPARK BLVD	106.00
132-0-210-475	314 BIG SUR RIVER PL	229.34	132-0-380-085	351 RIVERPARK BLVD	106.00
132-0-210-495	318 BIG SUR RIVER PL	229.34	132-0-380-095	351 RIVERPARK BLVD	106.00
132-0-210-505	313 AMERICAN RIVER CT	229.34	132-0-380-105	351 RIVERPARK BLVD	106.00
132-0-210-515	315 AMERICAN RIVER CT	229.34	132-0-380-115	351 RIVERPARK BLVD	106.00
132-0-210-525	317 AMERICAN RIVER CT	229.34	132-0-380-125	351 RIVERPARK BLVD	106.00
132-0-210-535	319 AMERICAN RIVER CT	229.34	132-0-390-015	323 RIVERPARK BLVD	106.00
132-0-210-545	330 BIG SUR RIVER PL	221.78	132-0-390-025	323 RIVERPARK BLVD	106.00
132-0-210-555	328 BIG SUR RIVER PL	221.78	132-0-390-035	323 RIVERPARK BLVD	106.00
132-0-210-565	326 BIG SUR RIVER PL	221.78	132-0-390-045	323 RIVERPARK BLVD	106.00
132-0-210-575	324 BIG SUR RIVER PL	221.78	132-0-390-055	323 RIVERPARK BLVD	106.00
132-0-210-585	322 BIG SUR RIVER PL	221.78	132-0-390-065	323 RIVERPARK BLVD	106.00
132-0-210-595	320 BIG SUR RIVER PL	221.78	132-0-390-075	323 RIVERPARK BLVD	106.00
132-0-210-605	331 AMERICAN RIVER CT	221.78	132-0-390-085	323 RIVERPARK BLVD	106.00
132-0-210-615	329 AMERICAN RIVER CT	221.78	132-0-390-095	323 RIVERPARK BLVD	106.00
132-0-210-625	327 AMERICAN RIVER CT	221.78	132-0-390-105	323 RIVERPARK BLVD	106.00
132-0-210-635	325 AMERICAN RIVER CT	221.78	132-0-390-115	323 RIVERPARK BLVD	106.00
132-0-210-645	323 AMERICAN RIVER CT	221.78	132-0-390-125	323 RIVERPARK BLVD	106.00
132-0-210-655	321 AMERICAN RIVER CT	221.78	132-0-400-015	321 RIVERPARK BLVD	106.00
132-0-230-195	500 FOREST PARK BLVD	8,473.34	132-0-400-025	321 RIVERPARK BLVD	106.00
132-0-230-205	500 FOREST PARK BLVD	8,473.34	132-0-400-035	321 RIVERPARK BLVD	106.00
132-0-230-225	470 FOREST PARK BLVD	17,513.10	132-0-400-045	321 RIVERPARK BLVD	106.00
132-0-230-235	401 DANVERS RIVER DR	3,658.28	132-0-400-055	321 RIVERPARK BLVD	106.00
132-0-251-015	648 FLATHEAD RIVER ST	123.18	132-0-400-065	321 RIVERPARK BLVD	106.00
132-0-251-025	646 FLATHEAD RIVER ST	123.18	132-0-400-075	321 RIVERPARK BLVD	106.00
132-0-251-035	644 FLATHEAD RIVER ST	123.18	132-0-400-085	321 RIVERPARK BLVD	106.00
132-0-251-045	642 FLATHEAD RIVER ST	123.18	132-0-400-095	321 RIVERPARK BLVD	106.00
132-0-251-055	640 FLATHEAD RIVER ST	123.18	132-0-400-105	321 RIVERPARK BLVD	106.00

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2020-2021 LEVY**

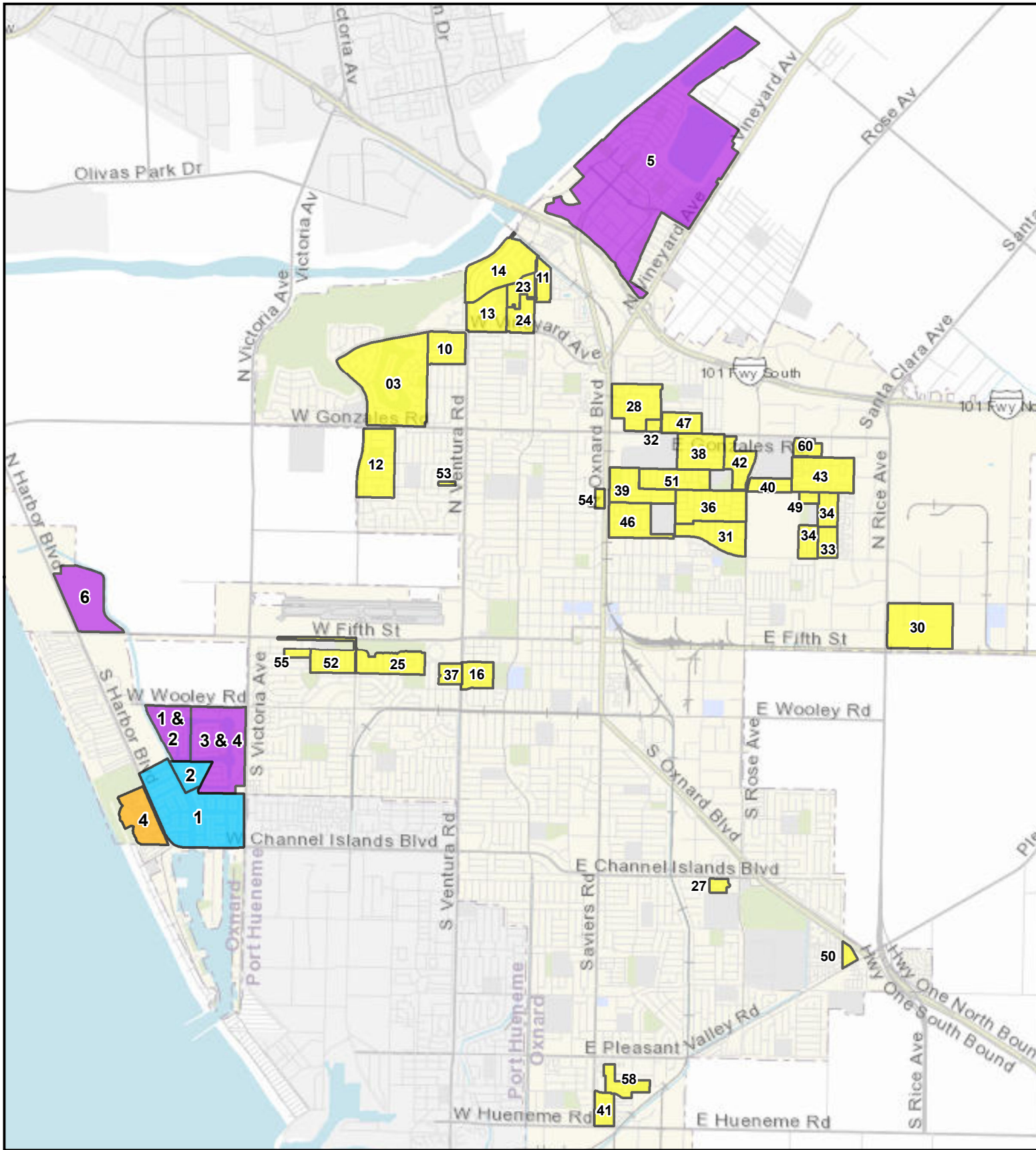
Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-065	638 FLATHEAD RIVER ST	123.18	132-0-400-115	321 RIVERPARK BLVD	106.00
132-0-251-075	636 FLATHEAD RIVER ST	123.18	132-0-400-125	321 RIVERPARK BLVD	106.00
132-0-251-085	634 FLATHEAD RIVER ST	123.18	132-0-410-015	319 RIVERPARK BLVD	106.00
132-0-251-095	632 FLATHEAD RIVER ST	123.18	132-0-410-025	319 RIVERPARK BLVD	106.00
132-0-251-105	630 FLATHEAD RIVER ST	123.18	132-0-410-035	319 RIVERPARK BLVD	106.00
132-0-251-115	628 FLATHEAD RIVER ST	123.18	132-0-410-045	319 RIVERPARK BLVD	106.00
132-0-251-125	626 FLATHEAD RIVER ST	123.18	132-0-410-055	319 RIVERPARK BLVD	106.00
132-0-251-135	624 FLATHEAD RIVER ST	123.18	132-0-410-065	319 RIVERPARK BLVD	106.00
132-0-251-145	622 FLATHEAD RIVER ST	123.18	132-0-410-075	319 RIVERPARK BLVD	106.00
132-0-251-155	620 FLATHEAD RIVER ST	123.18	132-0-410-085	319 RIVERPARK BLVD	106.00
132-0-251-165	614 FLATHEAD RIVER ST	123.18	132-0-410-095	319 RIVERPARK BLVD	106.00
132-0-251-175	612 FLATHEAD RIVER ST	123.18	132-0-410-105	319 RIVERPARK BLVD	106.00
132-0-251-185	610 FLATHEAD RIVER ST	123.18	132-0-410-115	319 RIVERPARK BLVD	106.00
132-0-251-195	608 FLATHEAD RIVER ST	123.18	132-0-410-125	319 RIVERPARK BLVD	106.00
132-0-251-205	606 FLATHEAD RIVER ST	123.18	132-0-420-015	2831 N VENTURA RD	720.94
132-0-251-215	604 FLATHEAD RIVER ST	123.18	132-0-420-025	2851 N VENTURA RD	540.70
132-0-251-225	602 FLATHEAD RIVER ST	123.18	132-0-420-075	2861 N VENTURA RD	135.16
132-0-251-235	600 FLATHEAD RIVER ST	123.18	132-0-420-085	2861 N VENTURA RD	135.16
132-0-251-245	514 FLATHEAD RIVER ST	123.18	132-0-420-095	2861 N VENTURA RD	135.16
132-0-251-255	512 FLATHEAD RIVER ST	123.18	132-0-420-105	2861 N VENTURA RD	135.16
132-0-251-265	510 FLATHEAD RIVER ST	123.18	132-0-420-115	2841 N VENTURA RD	540.70
132-0-251-275	508 FLATHEAD RIVER ST	123.18	132-0-430-015	317 RIVERPARK BLVD	106.00
132-0-251-285	506 FLATHEAD RIVER ST	123.18	132-0-430-025	317 RIVERPARK BLVD	106.00
132-0-251-295	504 FLATHEAD RIVER ST	123.18	132-0-430-035	317 RIVERPARK BLVD	106.00
132-0-251-305	502 FLATHEAD RIVER ST	123.18	132-0-430-045	317 RIVERPARK BLVD	106.00
132-0-251-315	500 FLATHEAD RIVER ST	123.18	132-0-430-055	317 RIVERPARK BLVD	106.00
132-0-251-325	3007 MOONLIGHT PARK AVE	312.80	132-0-430-065	317 RIVERPARK BLVD	106.00
132-0-251-335	3005 MOONLIGHT PARK AVE	312.80	132-0-430-075	317 RIVERPARK BLVD	106.00
132-0-251-345	3003 MOONLIGHT PARK AVE	312.80	132-0-430-085	317 RIVERPARK BLVD	106.00
132-0-251-355	3001 MOONLIGHT PARK AVE	312.80	132-0-430-095	317 RIVERPARK BLVD	106.00
132-0-251-365	639 FOREST PARK BLVD	180.10	132-0-430-105	317 RIVERPARK BLVD	106.00
132-0-251-375	637 FOREST PARK BLVD	180.10	132-0-430-115	317 RIVERPARK BLVD	106.00
132-0-251-385	635 FOREST PARK BLVD	180.10	132-0-430-125	317 RIVERPARK BLVD	106.00
132-0-251-395	633 FOREST PARK BLVD	180.10	132-0-440-015	315 RIVERPARK BLVD	106.00
132-0-251-405	631 FOREST PARK BLVD	180.10	132-0-440-025	315 RIVERPARK BLVD	106.00
132-0-251-415	629 FOREST PARK BLVD	180.10	132-0-440-035	315 RIVERPARK BLVD	106.00
132-0-251-425	627 FOREST PARK BLVD	180.10	132-0-440-045	315 RIVERPARK BLVD	106.00
132-0-251-435	625 FOREST PARK BLVD	180.10	132-0-440-055	315 RIVERPARK BLVD	106.00
132-0-251-445	623 FOREST PARK BLVD	180.10	132-0-440-065	315 RIVERPARK BLVD	106.00
132-0-251-455	621 FOREST PARK BLVD	180.10	132-0-440-075	315 RIVERPARK BLVD	106.00
132-0-251-465	519 FOREST PARK BLVD	180.10	132-0-440-085	315 RIVERPARK BLVD	106.00
132-0-251-475	517 FOREST PARK BLVD	180.10	132-0-440-095	315 RIVERPARK BLVD	106.00
132-0-251-485	515 FOREST PARK BLVD	180.10	132-0-440-105	315 RIVERPARK BLVD	106.00
132-0-251-495	513 FOREST PARK BLVD	180.10	132-0-440-115	315 RIVERPARK BLVD	106.00
132-0-251-505	511 FOREST PARK BLVD	180.10	132-0-440-125	315 RIVERPARK BLVD	106.00
132-0-251-515	509 FOREST PARK BLVD	180.10	132-0-450-015	313 RIVERPARK BLVD	106.00
132-0-251-525	507 FOREST PARK BLVD	180.10	132-0-450-025	313 RIVERPARK BLVD	106.00
132-0-251-535	505 FOREST PARK BLVD	180.10	132-0-450-035	313 RIVERPARK BLVD	106.00
132-0-251-545	503 FOREST PARK BLVD	180.10	132-0-450-045	313 RIVERPARK BLVD	106.00
132-0-251-555	501 FOREST PARK BLVD	180.10	132-0-450-055	313 RIVERPARK BLVD	106.00
132-0-251-565	617 FOREST PARK BLVD	180.10	132-0-450-065	313 RIVERPARK BLVD	106.00
132-0-251-575	615 FOREST PARK BLVD	180.10	132-0-450-075	313 RIVERPARK BLVD	106.00
132-0-251-585	613 FOREST PARK BLVD	180.10	132-0-450-085	313 RIVERPARK BLVD	106.00
132-0-251-595	611 FOREST PARK BLVD	180.10	132-0-450-095	313 RIVERPARK BLVD	106.00
132-0-251-605	609 FOREST PARK BLVD	180.10	132-0-450-105	313 RIVERPARK BLVD	106.00
132-0-251-615	607 FOREST PARK BLVD	180.10	132-0-450-115	313 RIVERPARK BLVD	106.00
132-0-251-625	605 FOREST PARK BLVD	180.10	132-0-450-125	313 RIVERPARK BLVD	106.00
132-0-251-635	603 FOREST PARK BLVD	180.10	132-0-460-015	311 RIVERPARK BLVD	106.00
132-0-251-645	601 FOREST PARK BLVD	180.10	132-0-460-025	311 RIVERPARK BLVD	106.00
132-0-251-655	3008 N OXNARD BLVD	180.10	132-0-460-035	311 RIVERPARK BLVD	106.00

EXHIBIT A

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2020-2021 LEVY**

Parcel No.	Site Address	Levy Amount	Parcel No.	Site Address	Levy Amount
132-0-251-665	3010 N OXNARD BLVD	180.10	132-0-460-045	311 RIVERPARK BLVD	106.00
132-0-251-675	3012 N OXNARD BLVD	180.10	132-0-460-055	311 RIVERPARK BLVD	106.00
132-0-251-685	3014 N OXNARD BLVD	180.10	132-0-460-065	311 RIVERPARK BLVD	106.00
132-0-252-015	614 GREEN RIVER ST	123.18	132-0-460-075	311 RIVERPARK BLVD	106.00
132-0-252-025	612 GREEN RIVER ST	123.18	132-0-460-085	311 RIVERPARK BLVD	106.00
132-0-252-035	610 GREEN RIVER ST	123.18	132-0-460-095	311 RIVERPARK BLVD	106.00
132-0-252-045	608 GREEN RIVER ST	123.18	132-0-460-105	311 RIVERPARK BLVD	106.00
132-0-252-055	606 GREEN RIVER ST	123.18	132-0-460-115	311 RIVERPARK BLVD	106.00
132-0-252-065	604 GREEN RIVER ST	123.18	132-0-460-125	311 RIVERPARK BLVD	106.00
132-0-252-075	602 GREEN RIVER ST	123.18	132-0-470-015	NOT AVAILABLE	2,235.82
132-0-252-085	3025 MOSS LANDING BLVD	123.18	132-0-470-025	NOT AVAILABLE	4,319.02
132-0-252-095	3023 MOSS LANDING BLVD	123.18	132-0-470-035	NOT AVAILABLE	2,149.84
132-0-252-105	3021 MOSS LANDING BLVD	123.18	132-0-470-045	NOT AVAILABLE	2,450.82
132-0-252-115	3019 MOSS LANDING BLVD	123.18	132-0-470-055	NOT AVAILABLE	1,784.36
132-0-252-125	3017 MOSS LANDING BLVD	123.18	132-0-470-065	NOT AVAILABLE	988.92
132-0-252-135	3015 MOSS LANDING BLVD	123.18	132-0-470-075	NOT AVAILABLE	2,063.84
132-0-252-145	3013 MOSS LANDING BLVD	123.18	132-0-470-085	NOT AVAILABLE	1,590.88
132-0-252-155	3011 MOSS LANDING BLVD	123.18	132-0-470-095	NOT AVAILABLE	365.46
132-0-252-165	603 FLATHEAD RIVER ST	123.18	132-0-470-105	NOT AVAILABLE	1,461.88
132-0-252-175	605 FLATHEAD RIVER ST	123.18	132-0-470-115	NOT AVAILABLE	3,998.70
132-0-252-185	607 FLATHEAD RIVER ST	123.18	132-0-470-125	NOT AVAILABLE	4,428.68
132-0-252-195	609 FLATHEAD RIVER ST	123.18	132-0-470-135	NOT AVAILABLE	64.48
132-0-252-205	611 FLATHEAD RIVER ST	123.18	139-0-050-140	NOT AVAILABLE	357.86
132-0-252-215	613 FLATHEAD RIVER ST	123.18	139-0-050-225	2370 N H ST	178.92
132-0-252-225	615 FLATHEAD RIVER ST	123.18	142-0-010-065	NOT AVAILABLE	190.86
132-0-252-235	646 GREEN RIVER ST	123.18	142-0-010-215	101 W ESPLANADE DR	1,091.50
132-0-252-245	644 GREEN RIVER ST	123.18	142-0-010-345	2420 N OXNARD BLVD	12,274.98
132-0-252-255	642 GREEN RIVER ST	123.18	142-0-010-425	200 W ESPLANADE DR	2,165.12
132-0-252-265	640 GREEN RIVER ST	123.18	142-0-010-515	271 W ESPLANADE DR	2,494.66
132-0-252-275	638 GREEN RIVER ST	123.18	142-0-010-555	361 W ESPLANADE DR	4,615.14
132-0-252-285	636 GREEN RIVER ST	123.18	142-0-010-575	NOT AVAILABLE	3,409.38
132-0-252-295	634 GREEN RIVER ST	123.18	142-0-010-605	NOT AVAILABLE	972.20
132-0-252-305	630 GREEN RIVER ST	123.18	142-0-010-615	401 W ESPLANADE DR	25,029.94
132-0-252-315	628 GREEN RIVER ST	123.18	142-0-010-625	151 W ESPLANADE DR	38,709.08
132-0-252-325	624 GREEN RIVER ST	123.18	142-0-010-635	411 ESPLANADE DR	13,135.12
132-0-252-335	622 GREEN RIVER ST	123.18	142-0-010-645	421 W ESPLANADE DR	1,597.22
132-0-252-345	620 GREEN RIVER ST	123.18	142-0-021-010	2420 N OXNARD BLVD	7,777.72
132-0-252-355	625 FLATHEAD RIVER ST	123.18	142-0-021-070	2360 N OXNARD BLVD	3,888.86
132-0-252-365	627 FLATHEAD RIVER ST	123.18	142-0-021-080	2368 N OXNARD BLVD	1,974.24
132-0-252-375	629 FLATHEAD RIVER ST	123.18	142-0-021-170	2341 VINEYARD AVE	5,505.24
132-0-252-385	631 FLATHEAD RIVER ST	123.18	142-0-021-240	2303 N VINEYARD AVE	2,797.36
132-0-252-395	633 FLATHEAD RIVER ST	123.18	142-0-021-250	2441 VINEYARD AVE	2,773.50
132-0-252-405	637 FLATHEAD RIVER ST	123.18	142-0-022-605	300 ESPLANADE DR	28,336.76
132-0-252-415	639 FLATHEAD RIVER ST	123.18	142-0-022-615	NOT AVAILABLE	22,540.60
132-0-252-425	641 FLATHEAD RIVER ST	123.18	142-0-235-180	111 E GONZALES RD	6,092.32
132-0-252-435	643 FLATHEAD RIVER ST	123.18	142-0-235-190	137 E GONZALES RD	7,029.60
132-0-252-445	645 FLATHEAD RIVER ST	123.18	142-0-310-015	300 W ESPLANADE DR	3,909.32
132-0-252-455	647 FLATHEAD RIVER ST	123.18	142-0-310-025	250 W ESPLANADE DR	14,392.42
132-0-252-465	649 FLATHEAD RIVER ST	123.18	142-0-310-035	NOT AVAILABLE	1,528.78
132-0-252-475	3020 N OXNARD BLVD	170.52	142-0-310-045	NOT AVAILABLE	2,162.12
132-0-252-485	3022 N OXNARD BLVD	170.52	142-0-310-055	150 W ESPLANADE DR	6,464.56
132-0-252-495	3024 N OXNARD BLVD	170.52	142-0-310-065	NOT AVAILABLE	1,812.70
		Total	704 Parcels		\$597,501.88

CITY OF OXNARD ASSESSMENT DISTRICTS



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)

CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS		
3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS	
Zone 1 – Mandalay Bay	Zone 2 – Harbour Island



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: June 16, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Public Hearing and Election for the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park). (5/10/5)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing on the (a) formation of Community Facilities District No. 8 (Sakioka Farms Business Park), (b) levy of special taxes, and (c) designation of Future Annexation Area;
2. Adopt a Resolution determining the validity of prior proceedings, establishing City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), authorizing the levy of a special tax within said District, and approving the designation of future annexation area;
3. Adopt a Resolution calling a special election;
4. Hold election;
5. Adopt a Resolution canvassing the results of the election held within said District; and
6. Approve the first reading of an Ordinance (by title only, waiving further reading) authorizing the levy of a special tax.

BACKGROUND

The Sakioka Farms Business Specific Plan consists of approximately 430 acres of land located in the northeast portion of the City of Oxnard. The property is owned by Sakioka Farms, a California general partnership as to an undivided 80% interest, and AMS Craig, LLC, as to an undivided 20% interest (collectively, the "Landowner"). The site is bounded on the north by the Ventura Freeway (U.S. Route 101), on the east by the Oxnard-Camarillo Greenbelt, on the south by the existing Procter & Gamble plant and portions of the McGinnis Ranch Business Park, and on the east by Rice Avenue.

Community Facilities Districts are established pursuant to the provisions of the California Government Code Section 53311 et seq. (commonly known as the "Mello-Roos Community Facilities Act of 1982") (the "Act"), and are a form of financing district that can be used by cities, counties, school district, and special districts. The City Council is the legislative body of the any CFD the City forms. CFDs raise money through special taxes that must be approved by 2/3 of the voters within the CFD. Most often, CFDs are formed by the landowner prior to subdivision. A CFD can be formed to finance a wide list of improvements, which include roads, parking facilities, water facilities, sewers and schools. They are also used to finance ongoing maintenance services of the facilities or for services such as police and fire, landscaping, streets, lighting and drainage facilities. The taxes are secured by a continuing lien and are levied against property within the district on an annual basis. The revenue stream is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, and to pay for services, or a combination thereof.

DISCUSSION

On March 17, 2020, the City Council directed City staff to negotiate a development agreement with the Developer for

recommendation by the Planning Commission and consideration by the City Council. In accordance with the Development Agreement, a CFD to be named “City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)” (the “CFD”) is proposed to be established for the purpose of funding certain public services, including, primarily, fire protection services, and, if not funded by a property owner association, the maintenance of certain public improvements. It is the intent to have the property owner association pay for ongoing maintenance and operation of the public improvements. All parties have reviewed the parameters of the special tax formula or the Rate and Method of Apportionment (the “RMA”). An annual special tax for such contingent services is included in the CFD and would only be implemented if the association in the unlikely event would not cover these costs. The formation the CFD is a condition of approval of recording a new development’s map.

A petition to form the CFD has been received from the Landowner covering approximately 430 acres of the development, along with a request to designate the remaining portion of the development as future annexation area to the community facilities district.

The formal Council approval process to create a new CFD takes approximately seventy-five days (75) days. This process includes adopting a resolution of intention to form the CFD (ROI), holding a public hearing (at least 30 days after the ROI), conducting an special mailed ballot election and adopting an ordinance levying the special tax. Land designated as “Future Annexation Area” to the CFD allows for a streamlined annexation process in the future. Instead of an election each time a landowner wants to annex to the CFD, the landowner would sign a consent to be annexed into the CFD, and the CFD would hold a public hearing and adopt a resolution of annexation.

On May 5, 2020, the City adopted Resolution No. 15,326, declaring its intention to form the CFD and setting a public hearing for this meeting. Provided there is no majority protest at the conclusion of the public hearing, the City may adopt a resolution to form the CFD at this meeting.

The Landowner previously submitted a waiver regarding election time lines, so an election may be held on this same evening to authorize (a) the levy of an annual special tax, and (b) an appropriations limit for the CFD.

Should the proposition pass with a two-thirds vote from the qualified voters (the Landowner is the only voter), the City Council, acting as the legislative body of the CFD, may consider adoption of an Ordinance levying the special tax and conduct the first reading of the Ordinance at this meeting. At a subsequent meeting, the City Council, acting as the legislative body of the CFD, may conduct second reading and adopt the Ordinance. A notice of lien of the special tax will be recorded with the County Recorder to give notice to all potential purchasers of parcels within the CFD subject to the special tax.

STRATEGIC PRIORITIES

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

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

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

Goal 2. Enhance business development throughout the City.

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

FINANCIAL IMPACT

There is no financial impact. The cost of the CFD formation was paid for by the project applicant and ongoing CFD

expenses will be funded by the effected properties through the annual assessment.

COMMITTEE OUTCOME

This item did not originate in Committee. The City Council initiated this CFD formation on March 17, 2020.

Prepared by: Jeffrey Lambert, Community Development Director, Kenneth Rozell, Chief Assistant City Attorney, Sarah Lejeune, Contract Planner

ATTACHMENTS

1. CFD NO. 8 (Sakioka Farms Business Park) Resolution of Formation
2. CFD NO. 8 (Sakioka Farms Business Park) Resolution Calling Election
3. CFD NO. 8 (Sakioka Farms Business Park) Resolution Canvassing Election
4. CFD No. 8 Ordinance
5. NOTICE OF PUBLIC HEARING
6. NOTICE OF SPECIAL TAX
7. Concurrence
8. Statement of All Votes Cast
9. CERTIFICATE OF ELECTION OFFICIAL
10. Sakioka Envelope
11. Presentation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS,
ESTABLISHING CITY OF OXNARD COMMUNITY FACILITIES DISTRICT
NO. 8 (SAKIOKA FARMS BUSINESS PARK), AUTHORIZING THE LEVY
OF A SPECIAL TAX WITHIN SAID DISTRICT, AND APPROVING THE
DESIGNATION OF FUTURE ANNEXATION AREA

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has received a petition signed by the owner of certain property (the “Owner”) requesting the establishment of City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), to finance certain public services, including fire protection services (the “Fire Protection Services”), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property (“Contingent Services,” and together with the Fire Protection Services, the “Services”), and the designation of certain other property as future annexation to the District (the “Future Annexation Area”); and

WHEREAS, the City Council has heretofore adopted Resolution No. _____ (“Resolution of Intention”) stating its intention to form the District and a copy of the Resolution of Intention is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, pursuant to the Act and in accordance with applicable laws, this City Council held a public hearing on the formation of the District and the designation of the Future Annexation Area, and all other matters referenced in the Resolution of Intention; and

WHEREAS, prior to the commencement of the public hearing, there was filed with the City Council a Community Facilities District Report prepared by NBS (the “CFD Report”) containing a boundary map, and a description and an estimate of the services and incidental expense to be financed by the District, and the CFD Report has been reviewed by the City Council and is incorporated herein and made a part of the record of the public hearing; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the formation of the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to the City Council on said matters before it, and this City Council at the conclusion of said hearing is fully advised in the premises.

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

PART 1. Pursuant to Section 53325.1(b) of the Act, the City Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

PART 2. Written protests against the establishment of the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within the District.

PART 3. Written protests against the future annexation of the Future Annexation Area, or against the furnishing of specified services or facilities or the levying of a specified special tax within such Future Annexation Area, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within the District.

PART 4. A community facilities district to be designated "City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Parks)" is hereby established pursuant to the Act.

PART 5. The description and map of the boundaries of the District as shown on the map entitled "Map of Proposed Boundaries, City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)" on file in the City Clerk's office and as described in the Resolution of Intention and incorporated herein by reference, shall be the boundaries of the District. The map of the proposed boundaries of the District has been recorded in the Office of the County Recorder of Ventura County, California (Book ____ of Maps of Assessment and Community Facilities Districts at page ____ and as Document No. _____).

PART 6. The description and map of the boundaries of the Future Annexation Area on file in the City Clerk's office and as described in the Resolution of Intention and incorporated herein by reference, shall be the boundaries of the Future Annexation Area. The map of the boundaries of the Future Annexation Area has been recorded in the Office of the County Recorder of Ventura County as part of that certain map described in Part 5 above.

PART 7. The types of services to be provided for, and financed by, the District, and in the future when annexed, the Future Annexation Area, include fire protection labor and personnel services, including, but not limited to, salary, medical, benefits, pension expenses (the "Fire Protection Services"), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property ("Contingent Services," and together with the Fire Protection Services, the "Services"), directly or indirectly relating to the development of the territory within the District, which Services are in addition to and do not supplant those services already provided in the territory within the District prior to the establishment of the District. The Services are more fully described in the CFD Report.

PART 8. Except where funds are otherwise available, it is the intention of the City Council to levy annually, in perpetuity, in accordance with procedures contained in the Act, a special tax (the "Special Tax") sufficient to finance the cost of providing the Services, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by the recordation of a continuing lien against all taxable and nonexempt real property in the District.

The rate and method of apportionment (the "RMA") and manner of collection of the Special Tax to be levied on parcels of taxable property within the District shall be as described in detail and set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The RMA provides sufficient detail to allow each owner of nonexempt real property within the District to estimate the maximum amount that such person will have to pay for the Services. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the RMA and such Special Tax is not levied on or based upon the value or ownership of real property.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the Special Taxes shall attach to all nonexempt real property in the District, and, when annexed, the proposed Future Annexation Area, and that lien shall continue in force and effect until collection of the Special Taxes ceases.

PART 9. The City Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within the District, and, when annexed, the Future Annexation Area.

PART 10. The CFD Report is ordered to be kept on file with the minutes of these proceedings and open for public inspection.

PART 11. Pursuant to and in compliance with the provisions of California Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax:

- (a) Such Special Tax shall be levied for the specific purposes set forth herein.
- (b) The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth herein.
- (c) The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

(d) The Finance Director, or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to California Government Code Section 50075.3.

PART 12. Pursuant to Section 53339.7(a) of the Act, the City Council provides for the annexation of all or a portion of the Future Annexation Area to the District upon the unanimous written approval of the owner or owners of each parcel or parcels requesting annexation within the Future Annexation Area at the time of such request and a resolution of annexation, without additional public hearings or proceedings.

PART 13. The Finance Director, 300 West Third Street, Oxnard, CA 93030, (____), or his or her designee, is designated to be responsible for preparing or causing to be prepared annually a current roll of Special Tax levy obligations by assessor's parcel number and for estimating future Special Tax levies pursuant to Section 53340.1 of the California Government Code.

PART 14. The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit. The voting procedure with respect to the imposition of the Special Tax and establishing an appropriations limit of the District shall be by hand delivered or mailed ballot election as provided in the Resolution of Intention.

PART 15. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
 CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF
 OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS
 BUSINESS PARK), CALLING A SPECIAL ELECTION

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. _____ (“Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), to finance certain public services, including fire protection services (the “Fire Protection Services”), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property (“Contingent Services,” and together with the Fire Protection Services, the “Services”), and to designate certain other property as future annexation to the District; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the District and setting forth the rate and method of apportionment (the “RMA”) and manner of collection of the special tax to be levied within the District (the “Special Tax”), is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on June 16, 2020, the City Council held a noticed hearing as required by law relative to the proposed formation of the District; and

WHEREAS, the proposed Special Tax to be levied upon property within the District to finance the Services has not been precluded by protest of the owners of one-half (1/2) or more of the area of land within the District; and

WHEREAS, the City Council has heretofore adopted Resolution No. _____ (the “Resolution of Formation”) determining the validity of prior proceedings, establishing the District, and authorizing the levy of the Special Tax within the boundaries of the District; and

WHEREAS, a copy of the Resolution of Formation is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, the City Council wishes to present to the qualified electors of the District a proposition to levy the Special Taxes on property within the District pursuant to the Act and the establishment of an appropriations limit for the District as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), does resolve as follows:

PART 1. Pursuant to 53353.5 of the Act, the City Council hereby submits to the qualified electors of the District a proposition (the "Proposition") to (a) levy special taxes on property within the District in accordance with the Special Tax Formula and (b) establish an appropriations limit for the District in the amount of \$_____. The Proposition is attached as Exhibit "A."

PART 2. A special election is hereby called for the District on the Proposition set forth in Part 1 above.

PART 3. The City Council hereby directs that the election be conducted by the City Clerk of the City of Oxnard, as the elections official.

PART 4. The time for notice having been waived by the qualified electors, the date of the special election for the District on the Proposition shall be on the 16th day of June, 2020. There being no registered voters residing within the territory of the District at the time of the protest hearing and ninety (90) days prior thereto, there being less than twelve (12) landowners in the District, and the requirements of Section 53326 of the Act having been waived by all landowners, the ballot for the special election shall be hand delivered to the landowner within the District. Each landowner shall have one (1) vote for each acre or portion thereof that it owns within the District, as provided by Section 53326 of the Act. The voter ballot shall be returned to the City Clerk at 300 West Third Street, Oxnard, CA 93030, no later than 11:00 o'clock p.m. on June 16, 2020. However, the election may be closed within the concurrence of the City Clerk, as soon as the ballot is returned.

PART 5. Notice of said election and written argument for or against the measure have been waived by the landowners.

PART 6. The District shall constitute a single election precinct for the purpose of holding said election.

PART 7. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

OFFICIAL BALLOT

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 8
(SAKIOKA FARMS BUSINESS PARK)**

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

June 16, 2020

To vote, mark an "X" in the voting square after the word "YES" or after the word "NO."
All marks otherwise made are forbidden.

This ballot is provided to _____, a _____, as owner or authorized representative of such owner of land within City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) and represents ____ votes.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Oxnard at 300 West Third, Oxnard, CA 93030.

PROPOSITION: Shall the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the "District"), be authorized to levy special taxes thereof pursuant to the rate and method of apportionment of special taxes (the "RMA") set forth in the Resolution of Formation adopted by the City Council of the City of Oxnard on June 16, 2020, to finance the authorized services and administrative expenses, all as provided in the RMA and subject to the accountability measures provided for in said Resolution; and shall an appropriations limit be established for the District pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to \$__ million?

YES	
NO	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF
OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS
BUSINESS PARK), CANVASSING THE RESULTS OF THE ELECTION
HELD WITHIN SAID DISTRICT

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has previously conducted proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), pertaining to the formation of the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”), the rate and method of apportionment of a special tax (the “Special Tax”) to finance the cost of providing certain public services (the “Services”), the establishment of an appropriations limit for the District and the calling of an election in regard to the foregoing;

WHEREAS, on June 16, 2020, an election was held within the District relative to the authorization of the levy of the Special Tax pursuant to the rate and method of apportionment, and the establishment of an appropriations limit; and

WHEREAS, at such election the proposal for levying of the Special Tax pursuant to the rate and method of apportionment and establishing an appropriations limit for the District was approved by the requisite 2/3 of the votes cast by qualified electors of the District.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), does resolve as follows:

PART 1. It is hereby determined that the election conducted within the District was duly and validly conducted.

PART 2. The City Council, acting as the legislative body of the District, is authorized to levy the Special Tax on behalf of the District, as specified in the Resolution of Formation adopted by the City Council on June 16, 2020.

PART 3. The appropriations limit for the District as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution is set at \$_____ for the fiscal year 2020-21.

PART 4. The City Clerk is hereby directed and authorized to record notice of the Special Tax by recording a Notice of Special Tax Lien of City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) in the office of the County Recorder of the County of Ventura within fifteen (15) days of the date hereof pursuant to Section 3114.5 of the California Streets and Highways Code.

PART 5. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE
BODY OF THE CITY OF OXNARD COMMUNITY
FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS
PARK), AUTHORIZING THE LEVY OF A SPECIAL TAX

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. _____ (“Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), to finance certain public services, including fire protection services (the “Fire Protection Services”), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property (“Contingent Services,” and together with the Fire Protection Services, the “Services”), and to designate certain other property as future annexation area for the District; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form the District and designate property as future annexation area; and

WHEREAS, on June 16, 2020, the City Council held a noticed public hearing as required by law relative to the determination to proceed with the formation of the District and the rate and method of apportion and manner of collection of the special tax (the “Special Tax”) to be levied within the District to pay for the Services; and

WHEREAS, at said public hearing all persons desiring to be heard on all matters pertaining to the formation of the District, the levy of the Special Tax and the designation of future annexation area of the District, were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to said public hearing adopted Resolution No. _____ (the “Resolution of Formation”) determining the validity of prior proceedings, established the District and approved the designation of future annexation area for the District; and

WHEREAS, the City Council subsequent to said public hearing adopted Resolution No. _____ which called an election within the District for June 16, 2020 on the proposition of levying the Special Tax within the District and setting an appropriations limit; and

WHEREAS, on June 16, 2020, an election was held within the District in which the eligible electors approved by more than two-thirds vote the proposition of levying the Special Tax, and setting an appropriations limit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK), DOES ORDAIN AS FOLLOWS:

PART 1. A special tax (the “Special Tax”) is hereby levied within the boundaries of the District, and on any parcels within future annexations to the District upon the unanimous consent of the owners of such parcels, pursuant to the formula set forth in Exhibit “A” attached to the Resolution of Formation, and incorporated herein by reference, or as such special tax may be modified or amended from time to time by a resolution of change or annexation adopted pursuant to the provisions of the Act (the “RMA”), in an amount necessary to finance all or a portion of the cost of providing the Services that are in addition to those provided in the territory within the District prior to the formation of, or annexation to, the District, periodic costs, and costs of the tax levy and collection, as provided in the RMA.

PART 2. [[This legislative body is hereby further authorized each year, by resolution adopted]] or [[The Finance Director is hereby further authorized]] as provided in section 53340 of the Act on or before June 30 of each year to determine the specific special tax rate and amount to be levied for the next fiscal year in accordance with the RMA and to prepare or cause to be prepared a list of all nonexempt parcels within the District and the specific amount of the special tax for each parcel, except that the special tax rate to be levied shall not exceed the maximum rates contained in the RMA.

PART 3. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation and any resolution of change or annexation adopted from time to time by the City Council.

PART 4. The above authorized special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for *ad valorem* taxes; provided, however, that the District may collect the special tax at a different time or in a different manner if necessary to meet its financial obligations.

PART 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 6. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy of this Ordinance was posted in the office of the City Clerk a minimum of five days before the City Council’s adoption of this Ordinance.

Ordinance No. _____

Page 3

PART 7. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. Within fifteen days after passage, the City Clerk shall cause the title and summary or text of this Ordinance, together with the vote thereon, to be published one time in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted Ordinance along with the names of the Council Members voting for and against the Ordinance.

PART 8. This Ordinance relating to the levy of the special tax takes effect and shall be in force immediately after the date of final passage. A copy of this Ordinance shall be transmitted to the Assessor and the Treasurer-Tax Collector of Ventura County.

PART 9. Ordinance No. _____ was first read on June 16, 2020, and finally adopted on _____, 2020 and became effective immediately pursuant to Government Code Section 36937(a).

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

NOTICE OF THE PUBLIC HEARING ON THE ESTABLISHMENT OF CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK), THE PROPOSED RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX, AND THE DESIGNATION OF FUTURE ANNEXATION AREA

NOTICE IS HEREBY GIVEN that at __:00 o'clock p.m. or as soon thereafter as practicable, on June 16, 2020, at the City of Oxnard (the "City") City Council Chambers, 300 West Third Street, Oxnard, California 93030, the City Council of the City (the "City Council") will hold a public hearing on the establishment of the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the "District"), the proposed rate and method of apportionment of the special tax (the "Special Tax") to be levied on certain property within the District and the designation of future annexation area to the District (the "Future Annexation Area").

On May 5, 2020, the City Council adopted Resolution No. _____ stating its intention to form the District and to designate the Future Annexation Area for the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"). A summary of Resolution No. _____ is attached hereto as Attachment A.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District, the designation of the Future Annexation Area or the furnishing of specified types of public services, will be heard. If written protests against the formation of the District or the designation of the Future Annexation Area are filed by (a) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the proposed District, or the area proposed to be annexed in the future, or (b) the owners of one-half (½) or more of the area of land included within the proposed District, or the area proposed to be annexed in the future, and are not withdrawn so as to reduce the value of the protests to less than a majority, no further proceedings to create the specified District or to levy the specified Special Tax shall be taken for a period of one year from the date of the decision of the City Council. If said majority protest is limited to certain types of services or certain provisions of the special tax, those services or those provisions of the tax shall be eliminated by the City Council from the resolution of formation.

The voting procedure shall be conducted by hand delivered or mailed ballot election.

[add additional language re public hearings in COVID-19 environment.]

CITY OF OXNARD

Dated: _____, 2020

By _____
City Clerk

ATTACHMENT A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK), AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT AND DESIGNATE CERTAIN PROPERTY FOR FUTURE ANNEXATION TO SAID DISTRICT

The City Council determines to institute proceedings for the formation of a community facilities district and the designation of the certain other property (the "Future Annexation Area") for future annexation to the District under the terms of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the "Act"). The exterior boundaries of the community facilities district are specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled "Map of Proposed Boundaries, City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)" which map indicates by a boundary line the extent of the territory included in the proposed community facilities district.

The area to be designated for future annexation to the District shall be known as part of the "Future Annexation Area of City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)" and will be annexed into the District only upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed. The City intends to designate the Future Annexation Area as a future annexation to the proposed District pursuant to the terms of the Act. The boundaries of the proposed Future Annexation Area are specified and described to be as shown on that certain map described above and now on file in the office of the City Clerk.

The name of the proposed community facilities district shall be "City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)."

The types of services proposed to be provided for, and financed by, the proposed District, and in the future when annexed, the Future Annexation Area, include fire protection labor and personnel services, including, but not limited to, salary, medical, benefits, pension expenses (the "Fire Protection Services"), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property ("Contingent Services," and together with the Fire Protection Services, the "Services"), which Services are in addition to and do not supplant those services already provided in the territory within the proposed District prior to the establishment of the District, or provided in the territory of the Future Annexation Area prior to annexation to the District.

Except where funds are otherwise available, it is the intention of the City Council to levy annually, in perpetuity, in accordance with procedures contained in the Act, a special tax (the "Special Tax") sufficient to finance the cost of providing the Services, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by the recordation of a continuing lien against all taxable and nonexempt real property in the proposed District, and, when annexed, the taxable property within the Future Annexation Area.

The rate and method of apportionment (the “RMA”) and manner of collection of the Special Tax to be levied on parcels of taxable property within the proposed District shall be as described in detail and set forth in Exhibit “A” attached to the Resolution of Intention and by this reference made a part hereof. The RMA provides sufficient detail to allow each owner of nonexempt real property within the proposed District to estimate the maximum amount that such person will have to pay for the Services. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the RMA and such Special Tax is not levied on or based upon the value or ownership of real property.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the Special Taxes shall attach to all nonexempt real property in the proposed District, and, when annexed, the proposed Future Annexation Area, and that lien shall continue in force and effect until collection of the Special Taxes ceases.

Pursuant to Section 53340 of the Act, and except as provided in Section 53317.3 of the Act, properties of entities of the state, federal, and local governments shall be exempt from the levy of the Special Tax.

The City Council finds that the proposed Services are necessary to meet increased demands placed upon the City as a result of new development occurring within the boundaries of the proposed District, and, when annexed, the Future Annexation Area.

Each City officer who is or will be responsible for the District, if it is established, is directed to study the proposed District and Future Annexation Area and, at or before the time of the above-mentioned Hearing, file a report with the City Council, and which is to be made a part of the record of the Hearing, containing a brief description of the District and his or her estimate of the cost of providing the Services within the boundary of the District. The Finance Director is directed to estimate or cause the estimation of the fair and reasonable cost of all incidental expenses, including all costs associated with the creation of the District, determination of the amount of any Special Taxes, collection of any Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District.

The voting procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on the land within proposed District to fund the Services, if the District is established and such special election (the “Election”) are held, shall be (a) if at least 12 persons have been registered to vote within the territory of the proposed District for each of the ninety (90) days preceding the close of the Hearing, the vote in the Election shall be by the registered voters of the District with each voter having one vote. In that event, the Election shall be conducted by the City Clerk (the “Election Official”) and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the Elections Code of the State of California governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Election shall be distributed to the qualified electors of the proposed District by mail with return postage prepaid, and the Election shall be conducted as a mail ballot election, or (b) if at the time of the close of the Hearing, and for at least the preceding ninety (90) days, less than 12 persons have been registered to vote within the territory of the proposed District, and pursuant to Section 53326 of the Act, the vote is therefore to be by the landowners of the proposed District, with each landowner of record at the close of the Hearing having one vote for each acre or portion of an acre of land that he or she owns within the proposed District, the Election shall be conducted by the Election Official on the earliest date, following the Hearing and adoption of a resolution submitting the proposition of the levy of special taxes to fund the Services, upon which such Election can be held pursuant to said Section 53326 which

may be selected by the City Council, or such earlier date as the owners of land within the proposed District and the Election Official agree and concur is acceptable.

The Future Annexation Area will be annexed into the District only at such time as the District receives unanimous written approval to be annexed from the owner or owners of each parcel or parcels of the portion of the Future Annexation Area proposed to be annexed at that time.

The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in creating the District. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and at its option to repay any or all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the proposed District. Pursuant to Section 53329.5 of the Act and except as provided in the RMA, the City Council finds that the public interest will not be served by allowing the property owners within the District to enter into a contract in accordance with subdivision (a) of that section, and that the property owners shall not be permitted to elect to perform the work and enter into a written contract with the City for the provision of the Services pursuant to said Section 53329.5 except as provided in the RMA.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Oxnard Community Facilities
District No. 8 (Sakioka Farms Business Park)
c/o Maryann L. Goodkind, Esq.
Norton Rose Fulbright US LLP
555 South Flower Street, 41st Floor
Los Angeles, California 90071

NOTICE OF SPECIAL TAX LIEN

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned City Clerk of the City of Oxnard, State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) (the “District”). The special taxes secured by this lien are authorized to be levied for the purpose of financing certain public services, including fire protection services (the “Fire Protection Services”), and, but only if such services are not funded and provided through private parties or organizations, the maintenance of landscaping within public rights of way, the maintenance of drainage facilities, including the water quality components of the drainage facilities, and weed control related to development of the Property (“Contingent Services,” and together with the Fire Protection Services, the “Services”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”), directly or indirectly relating to the development of the territory within the proposed District, which Services are in addition to and do not supplant those services already provided in the territory within the proposed District prior to the establishment of the District.

The special taxes are authorized to be levied within the District which has now been officially formed and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment, and manner of collection of authorized special tax, is as set forth in Exhibit “A” attached hereto and hereby made a part hereof. The special tax is not subject to prepayment.

Notice is further given that upon the recording of this notice in the Office of the Ventura County Recorder, the obligation to pay the special tax levies shall become a lien upon all real

property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner(s) and the assessor's tax parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in Exhibit "B" attached hereto.

Reference is made to the boundary map of the District recorded at Book _____ of Maps of Assessment and Community Facilities District at page _____ and as Document No. _____, in the office of the County Recorder for the County of Ventura, California which map is now and final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the [_____] of the City of Oxnard, 300 West Third Street, Oxnard, CA 93030, (____) _____.

The County Recorder shall endorse upon the notice the time and date of filing, and shall cross index the notice by reference to the page of the book of maps of assessment and community facilities districts in which the boundary map of the District was filed.

Dated: _____

MICHELLE ASCENCION, CITY CLERK OF
CITY OF OXNARD, CALIFORNIA

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT

EXHIBIT B

PROPERTY OWNER NAME AND ASSESSOR'S TAX PARCEL NUMBER

<u>Property Owner</u>	<u>APN</u>
Sakioka Farms, a California general partnership, ¹ and AMS Craig, LLC, a Delaware limited liability company ²	216-0-030-075
Sakioka Farms, a California general partnership, ¹ and AMS Craig, LLC, a Delaware limited liability company ²	216-0-030-105
Sakioka Farms, a California general partnership, ¹ and AMS Craig, LLC, a Delaware limited liability company ²	216-0-030-145
Sakioka Farms, a California general partnership, ¹ and AMS Craig, LLC, a Delaware limited liability company ²	216-0-030-155

¹ As to an undivided 80% interest.

² As to an undivided 20% interest.

**CONCURRENCE ON HOLDING SPECIAL ELECTION LESS THAN 125
DAYS FOLLOWING PUBLIC HEARING**

As the elections official of the special election (the “Election”) called for by the Resolution of the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), Calling a Special Election Related to the Special Tax and Appropriations Limit of the CFD, I hereby concur on holding the Election less than 125 days following the holding of the public hearing related thereto.

Dated: June 16, 2020

By: _____
Michelle Ascencion, City Clerk
City of Oxnard, California

STATEMENT OF ALL VOTES CAST
SPECIAL TAX AND APPROPRIATIONS
LIMIT ELECTION
June 16, 2020

CITY OF OXNARD COMMUNITY FACILITIES
DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK)
COUNTY OF VENTURA, STATE OF CALIFORNIA

ELECTION PRECINCTS	E L I G I B E	V O T E S	B A L L O T S	C A S T	PROPOSITION	
					YES	NO
ABSENTEES	_____					
TOTAL	_____					

**CERTIFICATE OF ELECTION OFFICIAL
RE BALLOTS**

STATE OF CALIFORNIA)
)ss.
COUNTY OF VENTURA)

I, Michelle Ascencion, City Clerk of the City of Oxnard, DO HEREBY CERTIFY that pursuant to the provisions of Section 53327 of the Government Code, I did canvass the return of the votes cast at the Special Election held in the

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS BUSINESS PARK)

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

held in County of Ventura on June 16, 2020.

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said Special Tax and Appropriations Limit Election for the CFD for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand this _____ day of June, 2020.

CITY OF OXNARD, CALIFORNIA

By _____
Michelle Ascencion, Election Official

Land Owner Name and Address:

BALLOT IDENTIFICATION ENVELOPE
FOR RETURN OF MAIL BALLOT

Voter Name: _____

Voter Address: _____

Voter Signature _____

Declaration

I certify under penalty of perjury under the laws of the State of California that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on this identification envelope.

Executed on _____, 2020

at _____, _____
City State

By: _____
Signature

FIRST CLASS MAIL

**To: CITY CLERK
CITY OF OXNARD
300 West 3rd Street, Fourth Floor
Oxnard, CA 93030**

Attention: This envelope contains an official ballot and is to be opened only by the canvassing board with respect to the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park) special election to be held on June 16, 2020.

Public Hearing and Election for the City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park).

Kenneth Rozell, Chief Assistant City Attorney
City Attorney's Office

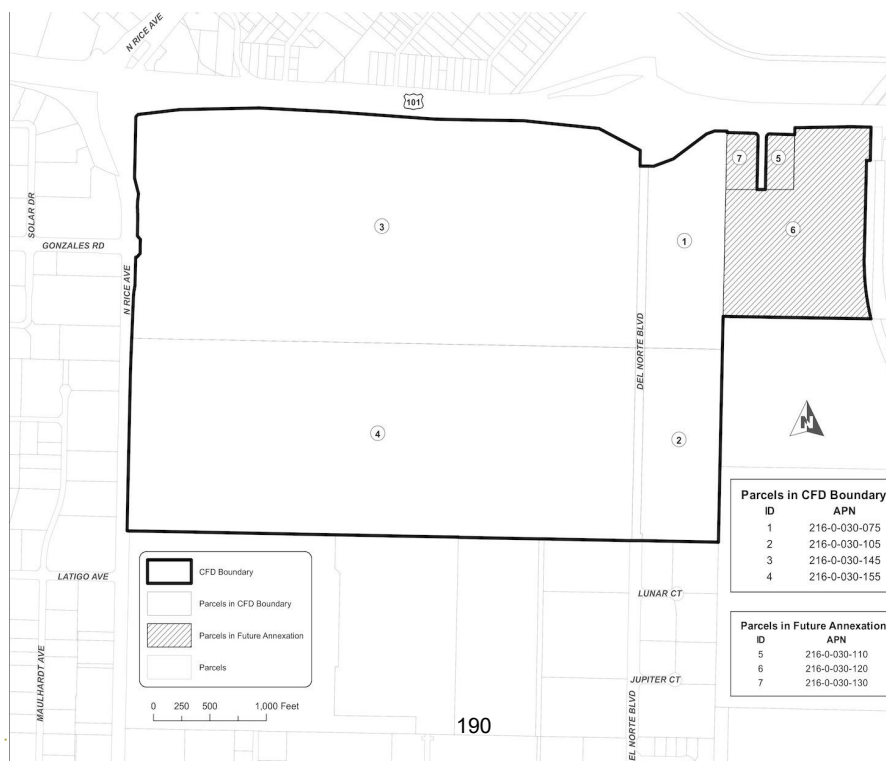
Jeffrey Lambert, Community Development Director
Community Development Department

City Council Meeting
June 16, 2020



BACKGROUND

- Sakioka Farms Business Specific Plan consists of approximately 430 acres of land located in the northeast portion of the City of Oxnard.



COMMUNITY FACILITIES DISTRICTS

- Community Facilities Districts (CFDs) raise money through special taxes that must be approved by the property owners (voters) within the CFD boundary.
- CFD can be formed to finance a wide list of improvements, which include roads, parking facilities, water facilities, sewers and schools and
 - Finance ongoing maintenance services of the facilities or for services such as police and fire, landscaping, streets, lighting and drainage facilities.
- Taxes are secured by a continuing lien and are levied against property within the district on an annual basis.

3

DISCUSSION

- March 17, 2020: City Council directed City staff to negotiate a development agreement with the Developer
- The CFD is proposed to be established for the purpose of funding certain public services and if not funded by a property owner association, the maintenance of certain public improvements.
- Annual special tax for such contingent services is included in the CFD and would only be implemented if the association in the unlikely event would not cover these costs.
- Petition to form the CFD has been received from the Landowner covering approximately 430 acres of the development.

STEPS TO FORM A CFD

1. Adopting a resolution of intention to form the CFD (ROI);
2. Holding a public hearing (at least 30 days after the ROI)
 - a. June 16, 2020
3. Conducting a special mailed ballot election
 - a. The Landowner waived election timelines
 - b. June 16, 2020 to authorize the levy of an annual special tax on such property.
4. Adopting an ordinance levying the special tax

Following adoption of the ordinance, the CFD may levy the annual special tax pursuant to the RMA.

5

FINANCIAL IMPACT

- The cost of the CFD formation was paid for by the project applicant and ongoing CFD expenses will be funded by the effected properties through the annual assessment.

RECOMMENDATION

That the City Council:

1. Conduct a public hearing on the (a) formation of Community Facilities District No. 8 (Sakioka Farms Business Park), (b) levy of special taxes, and (c) designation of Future Annexation Area;
2. Adopt a Resolution determining the validity of prior proceedings, establishing City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park), authorizing the levy of a special tax within said District, and approving the designation of future annexation area;
3. Adopt a Resolution calling a special election;
4. Hold election;
5. Adopt a Resolution canvassing the results of the election held within said District; and
6. Approve the first reading of an Ordinance (by title only, waiving further reading) authorizing the levy of a special tax.

7



DISCUSSION



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.2

DATE: June 16, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Sakioka Farms Business Park Tentative Tract Map, Road Naming, and Development Agreement Resulting in 129 Lots and 5 Roads on a 430 Acre Project Site, Located in the Sakioka Farms Business Park Specific Plan Area South of US 101, East of Rice Avenue, North of Latigo Avenue, and Coterminous with the City's Eastern Boundary. (15/15/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the Project is not subject to additional environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168 (Consistency Evaluation);
3. Adopt a Resolution approving Planning and Zoning Permit Nos. 20-300-01 (Tentative Subdivision Map for Tract No. 5996) and 20-650-01 (Road Naming), subject to certain findings and conditions; and
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ Permit No. 20-670-01 (Development Agreement) the Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

BACKGROUND

Adopted in 2012, the Sakioka Farms Business Park Specific Plan (Specific Plan) envisions a development concept which provides a large master industrial and business park complex within the City boundaries, and allows for flexibility with distinct clusters of activities. The Specific Plan establishes the planning concept, design theme, development regulations and administrative procedures necessary to achieve orderly development of the project area with high quality design to achieve distinct sub-area characteristics that contribute to an area-wide intent. The Specific Plan area is south of US 101, east of Rice Avenue, north of Latigo Avenue, and coterminous with the City's eastern boundary (Attachment 1).

In order to analyze potential impacts for the Specific Plan, the City prepared an Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan project (State Clearinghouse No. 2002071070) pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, et seq.). The Notice of Determination was filed with the State on June 18, 2012.

On March 17, 2020, the City Council directed staff to negotiate a Development Agreement with Sakioka Farms and AMS Craig, LLC in relation to the subdivision of the Specific Plan.

On May 5, 2020, the City Council adopted Resolution No. 15,326 declaring the intent to establish Community Facilities District No. 8 (Sakioka Farms Business Park) to authorize the levy of a special tax and designate certain property for future annexation to the district. The district will finance certain public services, including fire protection services, and if

not funded by private property owners, contingent services for maintenance of landscaping within public rights-of-way, drainage facilities, and weed control related to development of the Property. A City Council public hearing for this matter is also scheduled for June 16, 2020.

On May 21, 2020, the Planning Commission held a public hearing and unanimously found the Project is not subject to additional environmental review pursuant to the CEQA Guidelines Section 15168 (Consistency Evaluation). The Planning Commission adopted Resolutions recommending the City Council approve the proposed Sakioka Farms Business Park Tentative Tract Map, Road Naming and Development Agreement.

DISCUSSION

Project Description

The applicant seeks the following three requests from the City Council:

Request 1. Tentative Tract Map and Road Naming (Attachment 3)

Approval of a Tentative Tract Map to subdivide a 430-acre agricultural area within the Business & Research Park (BRP) and Limited Manufacturing Planned Development (M-1-PD) zones, consisting of four lots (APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, and 216-0-030-075) into 129 individual lots, varying in size from approximately 0.5 acre to 25 acres, with public utilities, landscaping and improvements consistent with the approved 2012 Sakioka Farms Business Park Specific Plan (Specific Plan).

The subdivision requires the development of public infrastructure to support the new lots. The Specific Plan defined a master planning concept that includes the phased development of circulation, roads, public utilities, stormwater management, and landscaping to support light manufacturing, light industrial and business park uses that would serve the City's economic development with an integrated system of roadways, sidewalks and landscaping with mature trees and ground cover designed to define the public space. As proposed the project includes six phases.

The related public infrastructure improvements identified for the Specific Plan, including the creation of five roadways. The roadway names have been selected following the City's road naming conventions as outlined in City Council Resolution No. 13,448, and in consideration of emergency dispatch and applicable translations and pronunciation for Spanish speakers:

1. Extend Gonzales Road to and through Del Norte Boulevard.
2. Create one additional east/west secondary arterial public road identified in the Specific Plan as Street A and proposed to be named Sakioka Drive.
3. Create three north/south local arterial public roads, identified in the Specific Plan as streets B, C, and E and proposed to be named Gravity Circle, Synergy Circle and Biology Place.

Phase I site improvements include mass grading of the Phase I area (southerly portion of the Property), full completion of Street A (Sakioka Drive), and partial completion of Streets B (Gravity Circle) and C (Synergy Circle) so they end in temporary cul-de-sacs. The full completion of these streets would be synchronized with the Gonzales Road extension and Street E (Biology Place) improvements which are intended to follow in a later phase.

Request 2. Development Agreement (DA) (Attachment 4)

Approval of a Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC.

A Development Agreement (DA) is a voluntary contract between a local jurisdiction and a person or entity who owns or controls property in that jurisdiction, that details the obligations of both parties and specifies the standards and conditions that will govern development of the property, including provisions of infrastructure, public spaces, and amenities. Development Agreements primarily provide terms regarding vested rights, financial obligations, and the length of permit

entitlements. Development Agreements may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time. The overall goal of a Development Agreement is to provide a developer certainty and to provide the City a net public benefit.

The proposed Development Agreement provides benefits to both the City and the applicant including the generation of significant employment opportunities for the City.

Specifically, the proposed Development Agreement would provide the following certainties and benefits:

1. Provide for public services and infrastructure appropriate and adequate for the development of the Property, per the vision of the 2012 Sakioka Farms Business Park Specific Plan,
2. Create a mandated Community Facilities District, which provides permanent salary funding for three additional fire fighters for Fire Station No. 5. Inclusion of this provision allows for an adaptive replacement mitigation measure to Specific Plan Mitigation Measure 1-1,
3. Provide for the dedication of land for the future Del Norte/101 Interchange and the extension of Gonzales Road,
4. Provide for the conveyance of groundwater rights to the City, and
5. Serve the public interest within the City and surrounding region by providing new economic opportunity and potential job creation.

The proposed Development Agreement also provides terms regarding vested rights, financial requirements, and establishes the length of the permit entitlements, with operative provisions:

- a) As recommended by staff and the Planning Commission, the Development Agreement would remain in effect for a term of 15 years. The Developer has requested an initial term of 20 years.,
- b) The establishment of a Communities Facilities District,
- c) Developer would have the vested right to develop the Project on the Property in accordance with the Specific Plan,
- d) Existing fee increases are limited to five years from January 1, 2022 or when the existing fees are increased, whichever occurs first (note the City Council adopted a resolution to increase specific development impact fees on May 19, 2020),
- e) The Developer is entitled to utilize fee credits that may be transferred by the Developer to buyer or ground lessees of any portion of the Project,
- f) The Developer would be entitled to apply Northeast Industrial Assessment District in-lieu credits for water, sewer, and street fees,
- g) Development impact fees would be paid with the issuance of building permits,
- h) The Developer would comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures for the installation of the detention basin and any other storm water discharge mitigation measures within the Specific Plan area,
- i) The City will support an expedited processing timeframe for development in the Specific Plan area, and
- j) The term of any subdivision map or other permits approved as part of the Project approvals shall be commensurate with the term of the Development Agreement.

As conditioned by the Development Agreement, the developer will need to form a Property Owners Association (POA) with a Community Financing District (CFD) to finance certain public services, including fire protection services, and, if not funded by a private Property Owners Association, or similar entity, the maintenance of landscaping, drainage facilities, weed control as approved at an election held within the boundaries of the District. A City Council public hearing for this CFD matter is also scheduled for June 16, 2020. The Developer requested that the City offer an expedited plan check process, which the City is willing to provide. (See Section 7.3(a).) Prior to the hearing on June 16, 2020, the amount of deposit that the Developer will pay to the City for this expedited plan check process will be added to Section 7.3(a) of the Development Agreement.

The Planning Commission discussed the limited scope of the improvements and public amenities being included within this Project, as compared with such developments as Wagon Wheel and RiverPark. The Planning Commission also highlighted that the Development Agreement includes a potential 10-year extension under the authority of the City Manager. In that context, the Planning Commission recommends the City Council retain a 15-year term for the developer to exercise their vested rights instead of a 20-year term as requested by the developer.

The proposed Development Agreement does not result in any physical modification to the environment.

Request 3. Environmental Determination (Attachments 2, 3 and 4)

Find the Project is not subject to additional environmental review pursuant to the CEQA Guidelines Section 15168 (Consistency Evaluation).

The project is within the Specific Plan area for which the City of Oxnard prepared an Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the CEQA.

The Specific Plan EIR concludes that the Specific Plan would have significant and unavoidable cumulative impacts related to Agricultural Resources, Greenhouse Gas (GHG) emissions, and roadway Noise (City of Oxnard 2011b). The EIR also concludes that the Specific Plan would have less than significant impacts after mitigation with respect to Air Quality, Biological Resources, Hazards and Hazardous Materials, Population and Housing, Public Services, and Transportation, and a less than significant impact with respect to the remaining resources. As the Specific Plan intended development to proceed in phases over several decades, the Specific Plan EIR allows for adaptive mitigation measures, providing the lead agency the ability to modify mitigation measures to address current conditions at the time that development phases are evaluated and approved. Adapted mitigation measures must achieve either the same or a better final level of impact as was determined in the Specific Plan EIR.

The City has discretionary approval over the Tentative Tract Map, Road Naming and the Development Agreement; therefore, these projects are subject to CEQA regulations. As the general concept and scope of the proposed project was envisioned in the adopted Specific Plan and studied in the 2012 Specific Plan EIR, the City is able to determine, per CEQA Guidelines §15168(c)(2), that the project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR. To ensure validity of the 2012 findings in relation to current conditions, the City has prepared an Environmental Consistency Evaluation pursuant to CEQA Guidelines §15162(a), which evaluates if the 2012 Specific Plan EIR addressed the potential environmental effects of the project adequately for current conditions, or whether supplemental or subsequent environmental documentation or technical studies are needed.

The Planning Commission reviewed the Consistency Evaluation and unanimously found:

1. The proposed project was consistent with the 2012 Specific Plan EIR, and no additional studies were necessary.
2. The Consistency Evaluation includes additional information to address GHG Emissions per current regulatory standards, as well as identifying several adaptive replacement mitigations which provide equivalent measures for two areas where City policies have progressed to more sustainable programs such that the exact language of the previous mitigation measures no longer apply. These adaptive replacement mitigations provide equivalent or improved measures to what was approved in 2012, and do not change the findings of either the original CEQA document or the Consistency Evaluation.
3. The Consistency Evaluation identifies several adaptive replacement mitigation measures. These adaptive replacement mitigation measures provide equivalent or improved measures to what was approved in 2012, and do not change the findings of the original Specific Plan EIR. The rationale for the Adaptive Replacement Mitigation Measures is as follow:
 - 3.a. The 2012 Specific Plan EIR calls for a dedication of 1.5 acres of land for a Fire station near Rice Avenue and the easterly extension of Gonzales Road to address the new development anticipated by the subdivision for the area. As City policy has progressed and with improved technology to aid response times, the adaptive replacement mitigation more accurately addresses the need for fire services by providing funding for additional fire personnel instead of dedicated land for an additional fire station.
 - 3.b. The 2012 Specific Plan EIR calls for inclusion of recycled water in any project in the Specific Plan Area. In 1999, the City created the multi-faceted Groundwater Recovery And Enhancement Treatment (GREAT) program to improve water sustainability. The GREAT program addresses multiple sources of reducing water demand and means of replenishing the local aquifer. The adaptive replacement mitigation N-1, N-2, N-12 and N-13, require Developer participation in the GREAT program, dedication of water rights, and purchase of City water as more effective

sustainability measures than mitigations requiring a recycled water program.

General Plan Consistency

The City's 2030 General Plan provides several land use designations for the subject site, Business Research Park (BRP) which allows professional, administrative, and research, uses integrated into campus-like environments that are oriented towards arterials, and developed to high property and development standards, and Light Industrial (ILT), allowing light manufacturing, assembly, work/live, and warehousing uses developed to high performance and development standards. The subdivision has no effect on the uses allowed. No buildings are proposed with this action. However, the properties which are being created provide adequate square footage to accommodate anticipated Specific Plan uses. The project does include infrastructure improvements which are required as a key component of the Specific Plan. The project's consistency review with General Plan policies is included as Attachment E in the Planning Commission staff report (See Attachment 2 for Planning Commission staff report), demonstrating the project is consistent with the 2030 General Plan. In summary, the Planning Commission found the project is in conformance with the General Plan land use designations for the property.

Zone Code Consistency

The zoning is governed by the Specific Plan approved in 2012. As this is a subdivision, and no specific development is associated with this approval, the applicable development regulations that apply relate to lot size and lot frontage width (the front property line along the right-of-way) and depth. The Planning Commission found that all of the proposed parcels, as conditioned, are in conformance with the standards for the Specific Plan Planning Areas, and the map is in conformance with the applicable development regulations for the property.

Public Input

The Project is not in a General Plan designated Neighborhood Planning Area. The Project will not increase the intensity of the use, as it is a subdivision rather than a building or buildings. Due to these factors, and consistent with the Planning Division's Community Workshop Requirements, the project did not require a Community Workshop.

Next Steps

If approved by the City Council, the developer will be able to begin construction of public improvements. The Tentative Tract Map Resolution includes 236 conditions related to public infrastructure construction, landscape installation and maintenance in the public right-of-way, water conservation, stormwater and traffic improvements, and incorporates EIR mitigation measures as conditions of approval. Additionally, the Resolution includes conditions and mitigation measure requirements for future projects to be constructed on the parcels within the Specific Plan area. Specific detailed conditions based on staff review address the stormwater detention basins, installation of traffic improvements at key intersections as identified in the mitigation measures, and the installation of fiber-optic cable per the recently approved Fiber Network Masterplan.

The subdivision is not associated with any specific lot development. Future development of the Specific Plan area would occur in multiple phases, with individual development projects undergoing City discretionary review.

STRATEGIC PRIORITIES

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

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

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

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

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

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

The project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, public art, and General Plan maintenance, connection, Development Agreement fees, Mitigation Measure fees, and/or impact fees. When completed, the Specific Plan area allows for 8.5 million square feet

of buildings which will directly increase property taxes to the City and indirectly increase taxes paid by sales tax.

City staff analyzed the number of jobs which may be created at full buildout of the Specific Plan area, too, utilizing a 2001 SCAG Employment Density Study prepared by the Natelson Company. Using data specific to Ventura County, staff conservatively estimates a low range of 5,300-5,500 and a top range of approximately 8,400-8,700 jobs that could be created.

COMMITTEE OUTCOME

This is a Public Hearing and was heard by the Planning Commission; therefore, this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager, Sarah Lejeune Contract Planner

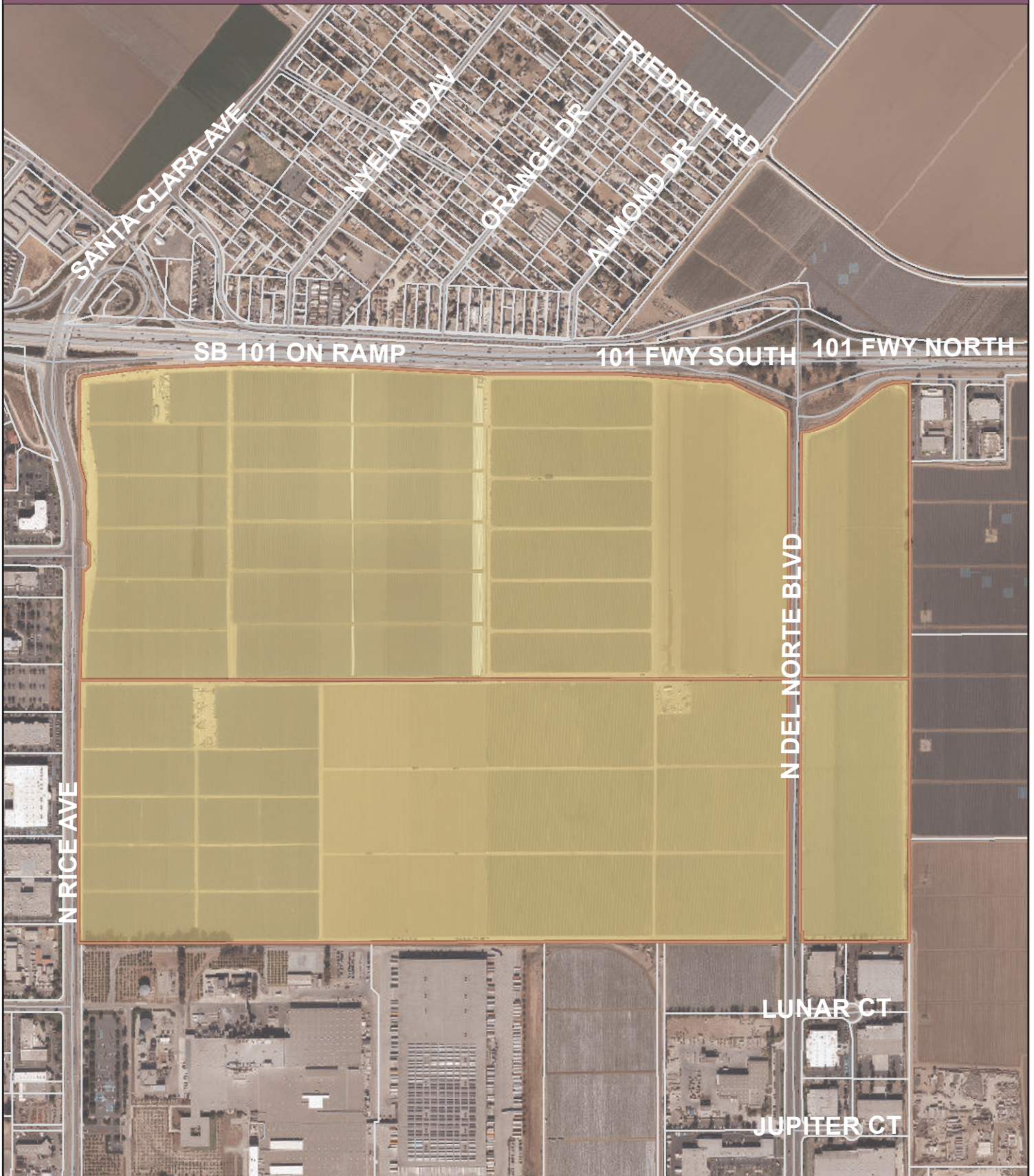
ATTACHMENTS

1. Maps (Vicinity, Aerial Photo, General Plan, and Zoning Maps)
2. May 21, 2020 Planning Commission Staff Report (without Resolutions)
3. Resolution Approving Tentative Tract Map Subdivision and Associated Road Naming
4. Development Agreement Ordinance
5. Presentation

Vicinity Map



Aerial Map



Oxnard Planning

May 6, 2019

PZ 20-670-01, 20-300-01, 20-650-01

Location: Sakioka

APN: 2160030105, 2160030145,

2160030155, 2160030075

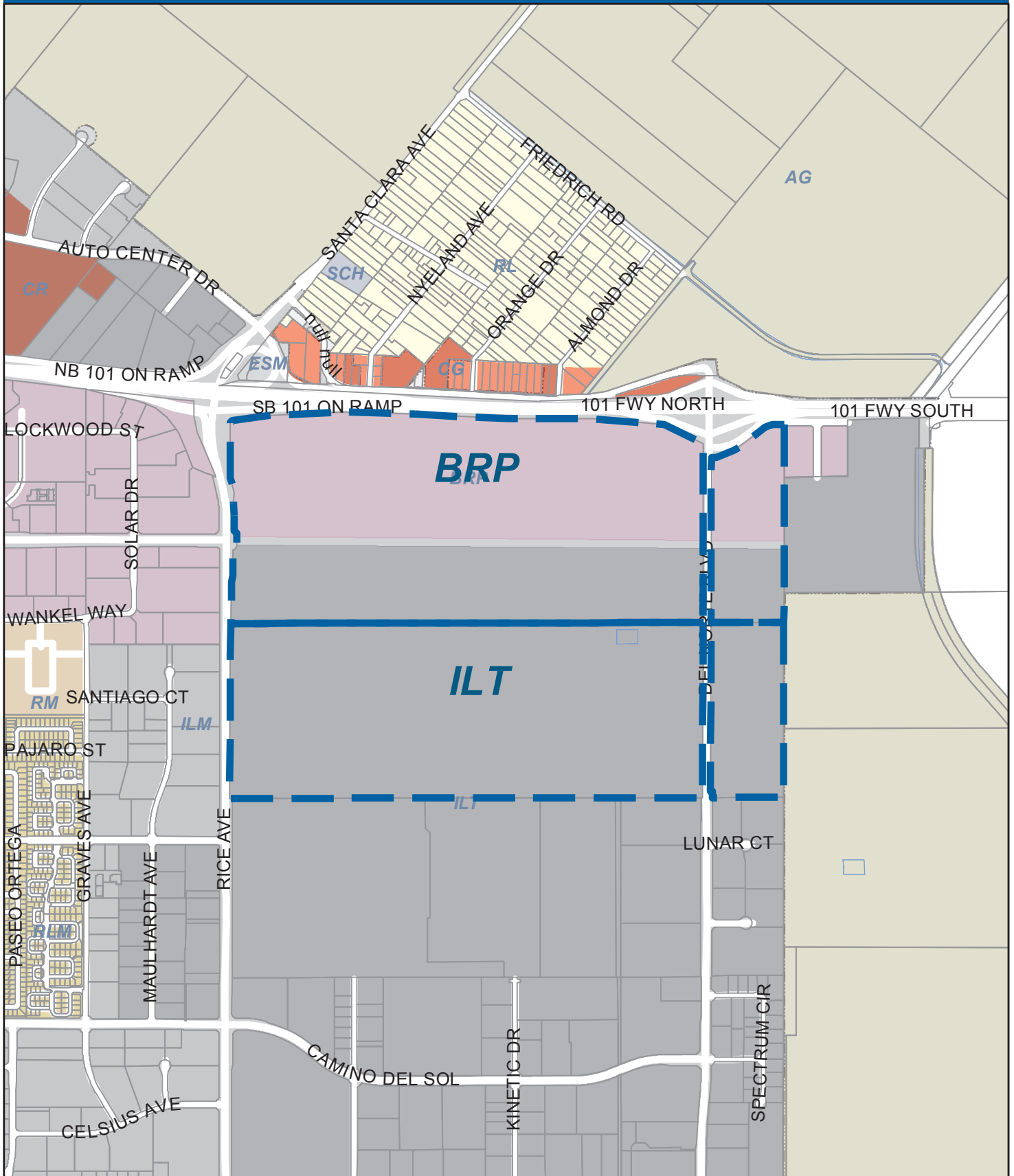
0 250 500 1,000 1,500 2022,000 Feet

Aerial Map



2030 General Plan Land Use Map

Parcel Page 23



Oxnard Planning

May 6, 2020

PZ 20-670-01, 20-300-01, 20-650-01

Location: Sakioka

APN: 2160030105, 2160030145,
2160030155, 2160030075

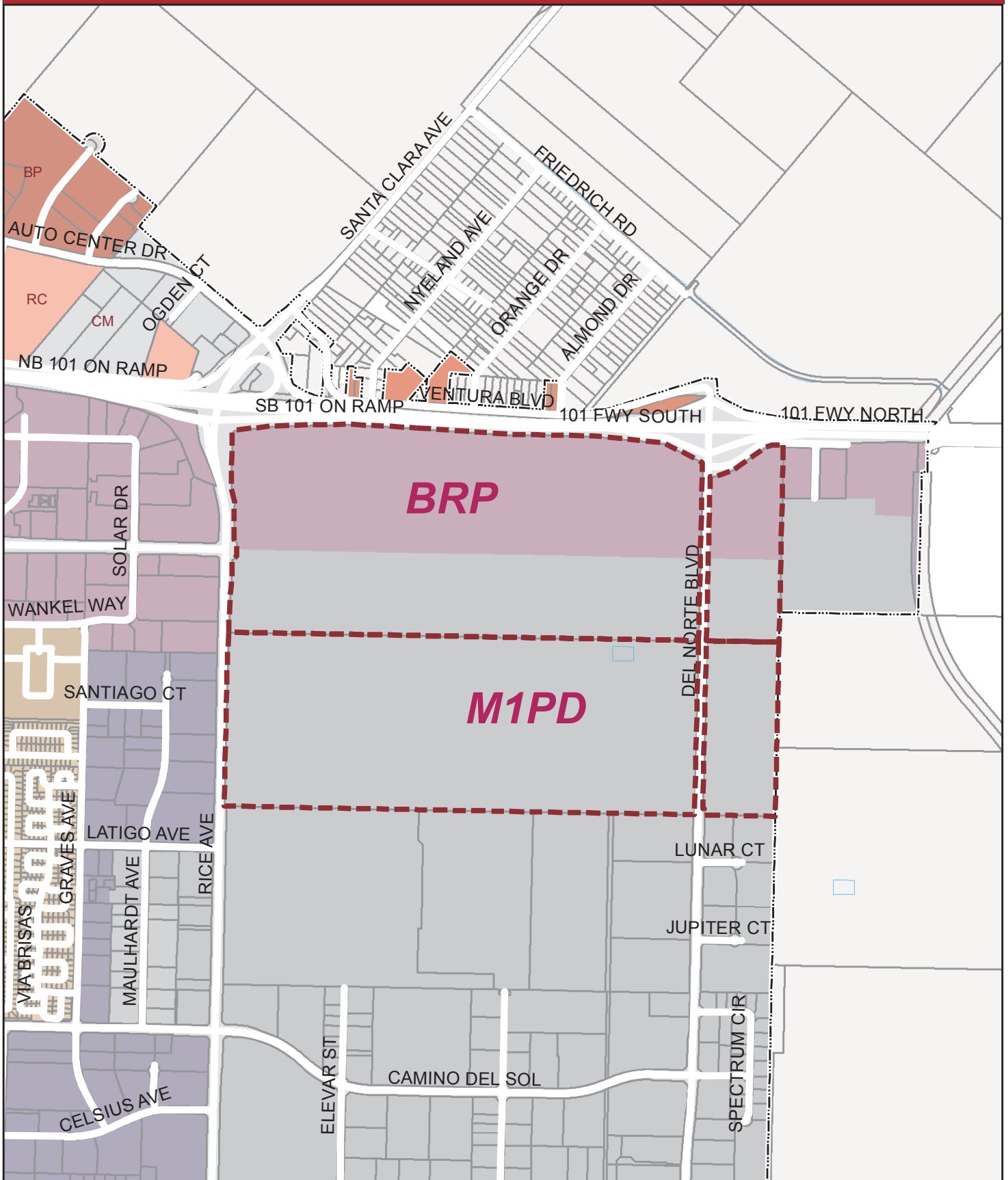
0 375 750 1,500 203 Feet

2030 General Plan Land Use Map



1:15,000

Zoning/Specific Plan Map



Oxnard Planning

March 3, 2020

PZ 19-300-02, 19-520-02
Location: 1901 Outlet Center Dr
APN: 2130090125
Palms Medical Plaza

0 250 500 1,000 1,500 2,000 Feet

Zoning/Specific Plan Map



1:15,000

Attachment 2

May 21, 2020

Planning Commission Staff Report (without draft Resolutions)

Please visit here to view the staff report:

<https://drive.google.com/file/d/1xrm6mn40voL1TuEdPorORVvUwAWNHvuT/view?usp=sharing>

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. 20-300-01 (TENTATIVE SUBDIVISION MAP FOR THE SAKIOKA FARMS BUSINESS PARK FOR TRACT NO. 5996) SUBDIVIDING 430 ACRES INTO 129 SEPARATE LOTS WITH ASSOCIATED PUBLIC INFRASTRUCTURE INCLUDING NEW PUBLIC RIGHTS-OF-WAY, STORMWATER DETENTION AND PUBLIC UTILITIES, AND PZ NO. 20-650-01 (ROAD NAMING) APPROVING NAMES FOR FIVE ROADS. LOCATED IN THE SAKIOKA FARMS BUSINESS PARK SPECIFIC PLAN AREA SOUTH OF US 101, EAST OF RICE AVENUE, NORTH OF LATIGO AVENUE, AND COTERMINOUS WITH THE CITY'S EASTERN BOUNDARY (APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, 216-0-030-075), SUBJECT TO CERTAIN CONDITIONS. FILED BY SCOTT UHLES, DELANE ENGINEERING, INC., 400 WEST VENTURA BOULEVARD, SUITE 265, CAMARILLO, CA 93010.

WHEREAS, the Sakioka Farms Business Park Specific Plan (Specific Plan) was Adopted On June 12, 2012, to provide a development concept for a large master industrial and business park complex within the City boundaries, providing land use flexibility, master planning for public infrastructure including new public rights of way, and land use vision for distinct clusters of activities and provisions for design guidelines and development regulations; and

WHEREAS the Specific Plan establishes the planning concept, design theme, development regulations and administrative procedures necessary to achieve orderly development of the project area; and

WHEREAS on June 12, 2012 the City Council certified an Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA), and the Notice of Determination for the EIR was filed with the State on June 18, 2012; and

WHEREAS the Specific Plan EIR concludes that the Specific Plan would have significant and unavoidable cumulative impacts related to Agricultural Resources, Greenhouse Gas (GHG) emissions, and roadway Noise (City of Oxnard 2011b), and also concludes that the Specific Plan would have less than significant impacts after mitigation with respect to Air Quality, Biological Resources, Hazards and Hazardous Materials, Population and Housing, Public Services, and Transportation, and a less than significant impact with respect to the remaining resources; and

WHEREAS, SAKIOKA FARMS AND AMS CRAIG, LLC; owns the 430 acre parcel located in the Sakioka Farms Business Park Specific Plan Area south of us 101, east of Rice avenue, North of Latigo Avenue, and coterminous with the City's eastern boundary, for the

identified parcels with APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, and 216-0-030-075); and

WHEREAS, DELANE ENGINEERING (the “**Applicant**”) on behalf of SAKIOKA FARMS AND AMS CRAIG, LLC began processing an entitlement with the City of Oxnard on October 7, 2019, for a Tentative Tract Map (initially identified as PZ 18-300-08). The PZ number was subsequently reassigned when the Applicant filed entitlement applications with the City of Oxnard on March 30, 2020 for a Development Agreement (PZ 20-670-01), Tentative Tract Map (PZ 20-300-01), and Road Naming (PZ No. 20-650-01); and

WHEREAS, on November 13, 2019 and April 1, 2020 said Tentative Tract Map was referred to various public utility companies, City departments and the Development Advisory Committee (DAC) for technical review; and

WHEREAS, the Project has been reviewed by the DAC, and the DAC has prepared conditions of approval that are incorporated herein; and

WHEREAS on March 17, 2020, the City Council directed staff to negotiate a Development Agreement with Sakioka Farms and AMS Craig, LLC in relation to the subdivision of the Specific Plan Area; and

WHEREAS on May 5, 2020, the City Council adopted Resolution No. 15,326 declaring the intent to establish Community Facilities District No. 8 (Sakioka Farms Business Park), to authorize the levy of a special tax and designate certain property for future Annexation to the district to finance certain public services, including fire protection services, and if not funded by private property owners, contingent services for maintenance of landscaping within public rights-of-way, drainage facilities, and weed control related to development of the Property; and

WHEREAS, the City’s Road Naming Committee convened on May 5, 2020, reviewed the suggested street names, and provided several alternate names that meet the requirements related to emergency dispatch and applicable translations and pronunciation for Spanish speakers. The proposed names also include a suffix (Drive, Circle, Road, Place) which meets the technical requirements related to road naming. The selected names are:

<u>Site Plan Label</u>	<u>Street Name</u>	<u>Theme</u>
A Street	Sakioka Drive	Historic Landowner Name
B Street	Gravity Circle	Science-Technology
C Street	Synergy Circle	Science-Technology
D Street	Gonzales Road	Continuation Street
E Street	Biology Place	Science-Technology

WHEREAS, the Planning Commission found the Tentative Tract Map and Road Naming conforms to the Specific Plan and City’s 2030 General Plan and elements thereof; and

WHEREAS the general concept and scope of the Project was envisioned in the adopted Specific Plan and studied in the 2012 Specific Plan EIR, the City is able to determine, per CEQA Guidelines Section 15168(c)(2), that the Project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR, and conducted a CEQA Consistency Evaluation that

finds the Project is consistent with the 2012 Specific Plan EIR, and no additional studies are necessary; and

WHEREAS the Consistency Evaluation includes additional information to address GHG Emissions per current regulatory standards, and supplies adaptive replacement mitigations related to Fire Service and Water Usage that provide equivalent or improved measures to what was approved in 2012, and do not change the findings of either the original CEQA document or the Consistency Evaluation; and

WHEREAS, on May 21, 2010, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Tentative Tract Map (PZ 20-300-01) to subdivide a 430-acre area into 129 parcels in accordance with Chapter 15 of the Oxnard City Code and Road Naming (PZ No. 20-650-01) in accordance with City Council Resolution No. 13,448; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on May 21, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 66474; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning Commission conducted an analysis to ensure consistency with the 2012 Specific Plan EIR and finds that the Project is consistent with the analysis and mitigations; and

WHEREAS, the Planning Commission found that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work or visit this subdivision in particular; and

WHEREAS, on May 21, 2020, the Planning Commission of the City of Oxnard recommended the City Council approve the Tentative Subdivision Map for Tract No. 5996 and Road Naming PZ 20-300-01, subject to the conditions and based on these findings of fact; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on June 18, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 66474.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby approves the Tentative Subdivision Map for Tract No. 5996 and Road Naming PZ 20-300-01, subject to the following conditions and based on these findings of fact:

SECTION 1. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The Planning Commission, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections §15168 and §15162 of the CEQA Guidelines. Pursuant to CEQA

Guidelines §15168(c)(4)-(5) and (e), and as demonstrated by the substantial evidence contained in the Consistency Evaluation and the associated administrative record, the City Council finds that the Consistency Evaluation found that the proposed projects are activities covered by and within the scope of the program approved by the 2012 Specific Plan EIR; the Specific Plan EIR adequately describes the project for purposes of CEQA; and further environmental documentation is not required.

Therefore, in accordance with CEQA Guidelines §15168 and §15162, the City Council finds that the project would not have effects that were not examined in the Specific Plan EIR because:

- i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
- ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
- iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Adaptive Management Mitigation Monitoring and Reporting Program (May 2020).

SECTION 2: The Consistency Evaluation identifies several adaptive replacement mitigation measures. These adaptive replacement mitigation measures provide equivalent or improved measures to what was approved in 2012, and do not change the findings of the original Specific Plan EIR. The rationale for the Adaptive Replacement Mitigation Measures is as follows:

The 2012 Specific Plan EIR calls for a dedication of 1.5 acres of land for a Fire station near Rice Avenue and the easterly extension of Gonzales Road to address the new development anticipated by the subdivision for the area. As city policy has progressed and with improved technology to aid response times, the adaptive replacement mitigation more accurately addresses the need for fire services by providing funding for additional fire personnel instead of dedicated land for an additional fire station.

The 2012 Specific Plan EIR calls for inclusion of recycled water in any project in the Specific Plan Area. In 1999, the City created the multi-faceted Groundwater Recovery And Enhancement Treatment (GREAT) program to improve water sustainability. The GREAT program addresses multiple sources of reducing water demand and means of replenishing the local aquifer. The adaptive replacement mitigation N-1, N-2, N-12 and N-13, require Developer participation in the GREAT program, dedication of water rights, and purchase of City water as more effective sustainability measures than mitigations requiring a recycled water program.

The City Council finds the City policies and adaptive mitigation measures are not considerably different from those in the Specific Plan EIR and would not substantially reduce one or more significant effect on the environment as in accordance with CEQA Guidelines §15162(a)(3)(D).

SECTION 3. This proposal creates 129 parcels on land consisting of parcels having approved access to a public street or highway, which comprises lands zone for four land-use types: 1) Business Research, 2) Office, 3) Industrial and 4) Commercial, and which has the approval of the governing body as to street alignments and widths, and the subdivision is compatible with the Specific Plan and General Plan.

SECTION 4. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

Consistent with California Government Code Section 6474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

(a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

The Project's land uses and are consistent with the General Plan policies and land use designation and 2012 Sakioka Farms Business Park Specific Plan as discussed in the City Council Staff Report of June 18, 2020, and associated attachments, which included additional detail in Sections 6.b, 6.c and Attachment E of the Oxnard Planning Commission Staff Report of May 21, 2020.

As discussed in greater detail in Sections 6.b, 6.c and Attachment E, of the May 21, 2020 Oxnard Planning Commission staff report, the project as designed and conditioned meets all applicable development standards.

Therefore, the Project is in conformance with the 2030 General Plan, Specific Plan and the elements thereof and other adopted standards.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvements of the project will provide for development that furthers the intent of the Oxnard 2030 General Plan and 2012 Sakioka Farms Business Park Specific Plan to realize the potential for the existing agricultural land in the Specific Plan area to provide public infrastructure, new public rights-of-way and further economic opportunity in the Northeast Industrial Area while providing standards and regulations for high quality design.

(c) That the site is not physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the site is relatively level and an environmental assessment of the site did not find any biological, cultural or geologic conditions that would make the site physically unsuitable for development.

(d) That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of development because it is located within an identified area to be improved for Business and Research Park and Light Industrial uses with public utilities as identified in the 2012 Sakioka Farms Business Park Specific Plan EIR. Additionally, there are no identified physical constraints that would prohibit development of the proposed subdivision and public infrastructure.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The Project would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, any potential standing bodies of water related to existing drainage ditches are subject to mitigations requiring necessary permits from the Army Corps of Engineers prior to grading. With incorporation of the recommended EIR mitigation measures, the project will reduce potential impacts to riparian habitat and nesting birds to a less than significant level.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The Project would involve subdivision of 430 acres into 129 individual lots and the construction of related public infrastructure that are not anticipated to use or store large quantities of hazardous materials. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as indicated by Finding 2.a above, it would utilize newly constructed public utilities, namely water, sewer and stormwater drainage.

(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction

and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision..

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned.

SECTION 5. The 2012 Sakioka Farms Business Park Specific Plan and its Mitigation Monitoring and Reporting Program are incorporated by reference.

SECTION 6. This Resolution shall not become effective unless and until the City of Oxnard City Council approves the associated Development Agreement (PZ No. 20-670-01) If the City Council fails to approve the Development Agreement, then this Resolution shall become null and void and be of no further force and effect.

SECTION 7. The City Clerk shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DSi	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-I*).

2. This permit is granted for the plans dated May 21, 2020, (“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.
3. All required off-site and on-site improvements for the project which are not satisfied by the payment of traffic impact fees, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows the Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and/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 if required pursuant to the Specific Plan. (PL, G-2)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
9. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
10. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or

used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)

11. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
12. The term of any subdivision map or other permits approved as part of the Project approvals (as that term is defined in the Development Agreement) shall be automatically extended for the term of the Development Agreement unless a longer term would result under otherwise applicable state law.

PLANNING DIVISION STANDARD CONDITIONS

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
14. 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)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
16. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
17. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

19. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
20. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
21. 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*)
22. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
23. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities unless the SWPPP for individual development projects has different requirements. (B/DS, *PL-11*)
24. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
25. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
26. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect

when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

27. Except as otherwise specified by the Development Agreement, 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*)

COMMERCIAL/INDUSTRIAL

28. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
29. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
30. For any exterior utility meter panels, Developer 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*)
31. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)
32. Developer shall limit outdoor storage of materials to the locations shown on the project plans. Developer shall screen storage areas from adjacent properties and streets by a wall or similar screening. All fence and wall materials shall match the predominant design and materials of the main structure on the project property. (PL/B, *PL-48*)

LANDSCAPE STANDARD CONDITIONS

33. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)

34. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
35. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
36. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, *PK-4*)
37. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)
38. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)
39. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELo). (PK, *PK-7.1*)

MEDIAN/PARKWAY

40. Developer shall submit four sets of median and 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*)
41. Before the City accepts medians and parkways from Developer, 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*)

CALTRANS

42. After Developer installs irrigation and landscape improvements on the project property or on Caltrans freeway right-of-way, but before the City's final acceptance thereof, Developer shall provide the Planning Division or designee with one set of mylar (minimum 3 mil) original drawings, which shall accurately reflect all "as-built" conditions. (PK, *PK-16*)

43. Developer, the Property Owner's Association or the owner of the land adjacent to the right of way shall provide landscape and irrigation improvements within Caltrans freeway right of way and shall maintain such improvements permanently or until such time as Caltrans assumes full maintenance responsibilities. The design of the landscape improvements shall be approved by both Caltrans and the Parks and Facilities Superintendent. (PK, PK-17)

UNDEVELOPED LAND

44. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to form a Property Owner Association to provide such maintenance, with an assessment district (City of Oxnard Community Facilities District No. 8 (Sakioka Farms Business Park)(hereafter "CFD No. 8") to be formed to provide such maintenance if such Property Owner Association does not do so. Developer has agreed to cast a ballot in favor of formation of CFD No. 8 to fund such maintenance if the Property Owners Association does not do so and in favor of assessments on the project property. The assessment district shall also impose an annual assessment to provide funding for specific fire services. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for the fire services and contingent assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request.

PROPERTY OWNERS ASSOCIATION (POA) LANDSCAPE MAINTENANCE DISTRICT

45. Prior to recordation of a final map over any portion of the project, CFD No. 8 shall be duly formed and in full force and effect.
46. The Property Owners Association (POA) shall maintain all landscaping and irrigation in the median and parkways of the Sakioka Farms Business Park Specific Plan for the life of the project. If the POA does not maintain landscaping and irrigation in the median and parkways of the Sakioka Farms Business Park Specific Plan, then CFD No. 8 shall provide such services and assess the owners of the project for such services consistent with the terms and conditions of the CFD.

WATER CONSERVATION

47. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
48. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
49. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
50. 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

51. Planting and irrigation must be provided for within the public right of way.
52. Written confirmation to be provided that the Landscape Architect or Architect has reviewed the civil engineer's construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements.
53. Provide irrigation plans and required water use calculations and water budget calculations for review. City "Statement of Compliance" signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones.
54. All tree placements shall be consistent with the Sakioka Farms Business Park Specific Plan.
55. Landscape design shall anticipate future development, and coordinate, where feasible, with Landscape Design for individual projects.

56. Planting design to conform to Sakioka Farms Specific Plan planting description for the three categories of Street Intersection, Medians, and Intersections and Corner Plantings of new streets to create plantings that also identify the intersection and assist in way-finding.
57. Provide required mounding at median of 12" maximum height required and indicated on plans.
58. Provide 18" catwalk (stamped concrete) on each side of medians where new landscaping is installed and along new curb only where existing landscaping is protected in place. Where the distance between curbs is less than 6' the entire median shall be stamped concrete per City standard plate 128.
59. Plant selections to meet intent of the SFBPSP. Confirm WUCOLS for local climate zone for all plants. Alternate species may be approved per the satisfaction of the Community Development Director.
 - a. Street trees – Trees should be different for each street. Arrangement shall be consistent with SFBPSP.
 - b. Groundcovers – Design with variety of low water use, low maintenance plants per SFBPSP.
 - c. ~~e~~-Additional groundcover/grass plants that are long-lived and low maintenance may be used. Plants may be selected from the list below in addition to the SP list. Vinca, Juniper, Turf, Miscanthus, Oenothera on SP list are not to be used. Use of *native plants is encouraged.
 - i. *Festuca sp. (F. californica, F. glauca,)
 - ii. *Carex sp. (C. tumulicola, C. praegracilis,)
 - iii. Lippia nodiflora / Kurapia
 - iv. *Achillea millifolia 'Moonshine' or Achillea sp.
 - v. *Bouteloua gracilis 'Blonde Ambition'
 - vi. Myoporum parvifolium 'Fine Leaf Form'
 - vii. Gazania sp.

PLANNING DIVISION SPECIAL CONDITIONS

60. Applicant shall deposit \$XXXX for mitigation monitoring and reporting associated with development project, PZ 20-300-01 (Tentative Map for Tract #5996) . Such funds shall be deposited prior to issuance of any grading permit. (PL).
61. Applicant shall submit a check made out to the City of Oxnard in the amount of \$___- for payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of any grading permit. (PL). (ADDITIONAL FUNDS TO BE PAID WHEN HOURS OR CONTRACT

PLANNER HOURS EXCEEDS DEPOSITED AMOUNTS. FUNDS TO BE PAID CAN BE ON FIXED FEE IF APPLICANT AGREES TO CONTRACT PLANNER/EXPEDITING OR FOR DEPOSIT BASED PROJECT).

62. Developer shall comply with the mitigation measures identified in the Mitigation and Monitoring Reporting Program adopted 2012 Sakioka Farms Business Park Specific Plan beginning with item 77 unless the mitigation measure has been expressly modified in the conditions herein.(PL)
63. Prior to recordation of any phase of the final map, Developer shall enter into an agreement in a form approved by the City Attorney approving a Development Agreement. The agreement shall be recorded in the Office of the Ventura County Recorder. For purposes of determining the hierarchy of the land use approvals governing the development of Sakioka Farms Business Park, the Development Agreement shall control over any inconsistent or conflicting requirement or more restrictive requirement of the Conditions of Approval or the Specific Plan.
64. Developer shall develop the site with the street names, as approved by the Street Naming Committee. (PL)
65. Prior to issuance of stockpiling permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such activity. Stockpiling and grading activities shall be conducted in compliance with APDC regularities regarding Air Quality (Rule 63.7). (MND, C-8)
66. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
67. Prior to recordation of any phase of the Final Map, the Developer shall survey, and identify required practices for protection of the three identified drainage features as noted on the TMM.
68. Prior to issuance of any grading permit, including permits for stockpiling, the Developer shall provide the appropriate permits from California Department of Fish and Game and any other necessary jurisdiction for any alteration or potential fill impacts of the identified drainage features.
69. Prior to Certificate of Occupancy for any building constructed within each phase the Developer shall verify location of any oil/gas extraction wells and note remediation, and well abandonment procedures per the California Department of Conservation as well as address appropriate access relocation to meet remediation and abandonment requirements

as determined by the California Department of Conservation. Per MM G-6, oil/gas wells should be properly abandoned prior to issuance of grading permit.

70. No roadway or structure shall be located directly above any portion of an abandoned or remediated oil/gas extraction well.
71. Sufficient access shall be maintained to allow a well servicing unit and associated necessary equipment to reach a well from a public street or access way. A well servicing unit, and any necessary equipment, shall be able to pass unimpeded along and over the route, and shall be able to access the well without disturbing the integrity of surrounding infrastructure.
72. Prior to recordation of any phase of the Final Map, the Developer shall survey, and identify required practices for protection of identified drainage features, (name and identify on Map).
73. Prior to recordation of the Final Map for Planning Area Phase 1, Lot Frontage Width for Lot 118 shall be modified to be a minimum of 250 linear feet consistent with the Specific Plan Exhibit 6.2.

PLANNING DIVISION ENVIRONMENTAL MITIGATIONS

74. The following Mitigation Measures originally set forth in the Reporting/Monitoring Program, adopted for Sakioka Farms Business Park Specific Plan and Environmental Impact Report, approved on June 12, 2012 with the City of Oxnard, lead agency, shall be fully complied with at all times. The measures shall be included as conditions of required permit action, and compliance shall result in potential impacts reduced to a level of less than significant and there shall be no residual impacts from the proposed project. Proposed mitigation for those impacts is as follows:

Cultural Resources

Mitigation Measure A-1:

This is an adaptive management mitigation measure. The Project developer and/or subsequent responsible parties shall contract with a qualified archaeologist to monitor initial grading and excavation in excess of three feet. In the event that any historic or prehistoric cultural resources are discovered, they will be evaluated in accordance with the procedures set forth in CEQA Section 15064.5. If the evaluation determines that such resources are either unique or significant archaeological, paleontological, or historic resources and that the Project would result in significant effects on those resources, then further mitigation

would be required. In cases where the resources are unique, then avoidance, capping, or other measures, including data recovery, would be appropriate mitigation. If the resources are not unique, then recovery, without further mitigation, would be appropriate.

REPORTING/MONITORING PROGRAM:

Action: Provide contract and reporting if necessary

Timing: Contract prior to grading permit, reporting during site grading

Monitoring and Enforcement: Planning Division and Engineering Division

Mitigation Measure A-2:

This is an adaptive management mitigation measure. The Project developer and/or subsequent responsible parties shall contract with a Native American monitor to be present during all subsurface grading, trenching, or construction activities in excess of three feet on the Project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. If any qualifying cultural materials are encountered during this phase of project construction, construction activities on the project site shall be halted immediately, and the Project developer shall notify the City. If any finds were determined to be significant by the Native American monitor, the City and the Native American monitor would meet to determine the appropriate course of action. 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. A final monitoring report(s) shall be provided to the Planning Division prior to approval of final building certificate(s) of occupancy signature.

REPORTING/MONITORING PROGRAM:

Action: Contract

Timing: Prior to grading permit

Monitoring and Enforcement: Planning Division and Engineering Division

Land Use and Planning

Mitigation Measure B-1:

If the Oxnard 2030 General Plan is adopted before the Final Sakioka Farms EIR is certified or the Development Services Director determines that the Sakioka Farms Specific Plan final adoption actions are likely to occur after adoption of the Oxnard 2030 General Plan, a 2030 General Plan consistency analysis shall be completed by the City and reimbursed by the Applicant. The 2030 General Plan consistency analysis shall, at a minimum, be prepared as an Addendum to the Draft or Final Sakioka Farms EIR, whichever is applicable. If the 2030 General Plan consistency analysis identifies significant impacts and/or new or modified mitigations, the appropriate CEQA required actions shall be taken, the costs of which are to be reimbursed by the Applicant consistent with the City's CEQA review policies and practices. (Note: This mitigation measure is no longer applicable as the 2030 General Plan was adopted in 2011 and updated in 2016, and did not identify new or modified mitigations.)

REPORTING/MONITORING PROGRAM: N/A

Agricultural Resources

Mitigation Measure C-1:

This is an adaptive management mitigation measure. The Project developer shall offer, at cost, the top 12 inches of the Prime Farmland soils (at 100 acres) for relocation to a farm site or farm sites that have lower quality soils. The cost will include the suitable replacement soil, if needed for site improvements. This mitigation may occur in phases as the areas with Prime Farmland are incrementally developed.

REPORTING/MONITORING PROGRAM:

Action: Provide copy of advertisement

Timing: 30 days prior to grading permit

Monitoring and Enforcement: Planning Division

Mitigation Measure C-2:

This is an adaptive management mitigation measure. The Project developer shall install a fence or wall with a minimum height of eight (8) feet along the eastern perimeter of the project site that abuts the unincorporated portion of Ventura County when developed is proposed east of Del Norte Boulevard. Fencing may be required between developed phases of the Project and continuing agricultural operations on the remaining Project site based on subsequent entitlement actions.

REPORTING/Mplans

Timing: Prior to approval of grading permit

Monitoring and Enforcement: Planning Division, Engineering Division or Public Works

Mitigation Measure C-3:

This is an adaptive management mitigation measure. In order to buffer on- or off-site agricultural land uses and on-site non-agricultural uses either of the following measures may be undertaken to allow scheduled Restricted Materials applications by an on- or off-site farmer; 1) closure of the buildings during periods when restricted materials will be used on the adjacent farmland parcels or 2) notification, consistent with common-practice in Ventura County, of building occupants and/or building managers that normal farming activities will occur nearby from time to time which can include noise, mild dust, and odors; that inert and non-toxic substances are frequently used by farmers which should be of no concern to people nearby, and that actual chemical spray drift from farms is rare and should not be misperceived.

REPORTING/MONITORING PROGRAM:

Action: Publish Pamphlet

Timing: Prior to approval of Final

Monitoring and Enforcement: Planning Division with invited review of the VC Agricultural Commissioner

Biological Resources

Mitigation Measure E-1:

This is an adaptive management mitigation measure. In order to avoid adverse impacts to nesting birds, including nesting migratory birds known to exist in the trees (if any) on the Project site, during construction activities, ground vegetation removal activities must take place outside of the nesting season recognized by the California Department of Fish and Game for species in this area. If vegetation removal activities occur during the nesting season, a qualified ecologist/biologist must be present to monitor the removal activities to ensure that no active nests will be impacted. If nests are found, a 300 foot (500 feet for raptors) buffer radius shall be established until the young have fledged. If nests are observed and lesser buffer distances are desired, the biological monitor shall confer with Planning and Fish and Game staff to determine an appropriate buffer distance based on species specific requirements. This measure does not apply to agricultural row crops.

REPORTING/MONITORING PROGRAM:

Action: Limit grading activities to Sept 1-Feb 14th or as recognized by CDFG for species in this area.

Timing: Prior to any grading permit.

Monitoring and Enforcement: Planning Division, Engineering or Public Works

Mitigation Measure E-2:

This is an adaptive management mitigation measure. Prior to processing the initial tract map for a planning area that could lead to construction activities that may result in the placement of fill material into the potentially jurisdictional irrigation drainage features, prepare and submit to the Corps for verification a "Preliminary Delineation Report for Waters of the U.S." and a Streambed Alteration Notification package to CDFG for the irrigation drainage features. If these agencies determine that the feature is not regulated under their jurisdiction, then no further mitigation is necessary. However, if the Corps considers the feature to be jurisdictional through a "significant nexus" test per recent Corps and EPA guidance,^[1] then a Clean Water Act Section 404 permit shall be obtained from the Corps, and any permit conditions shall be agreed to, prior to the start of construction activities in the affected area. If CDFG determines that the drainage is a regulated "streambed", then a Streambed Alteration Agreement shall be entered into with CDFG and any associated conditions shall be agreed to prior to the start of construction in the affected area.

REPORTING/MONITORING PROGRAM:

Action: Provide delineation report

Timing: Prior to any grading permit

Monitoring and Enforcement: Planning Division, Engineering or Public Works

Mitigation Measure E-3:

This is an adaptive management mitigation measure. In order to prevent unauthorized impacts to jurisdictional features, the following permits shall be issued and/or reports approved (or exemptions issued) by the respective resource agency, and any associated conditions of approval shall be agreed upon, prior to processing the initial tract map for a planning area that could lead to construction activities that may result in the placement of fill material into the potentially jurisdictional irrigation drainage features, subsequent to adoption of the Project (i.e. Specific Plan):

- *Clean Water Act Section 404 Permit from the Corps,*
- *Streambed Alteration Agreement under Section 1600 of the Fish and Game Code from CDFG,*
- *Clean Water Act Section 401 Water Quality Certification or Waste Discharge Requirements from the RWQCB.*

If the irrigation ditches are determined as jurisdictional by the Corps, it will be necessary to insure adequate compensation for adverse impacts to jurisdictional features from Project development. If applicable, a Mitigation Plan shall be prepared by a qualified biologist. The Mitigation Plan shall describe and justifying the (1) formal delineation; (2) proposed methods including timing, materials, and erosion control measures; (3) the proposed location for the replacement areas; and (4) habitat protection measures (including a mechanism for permanent preservation of the area supporting the replacement habitat). The Mitigation Plan shall be submitted to and approved by the County, Corps, CDFG, and RWQCB prior to initiation of construction activities.

REPORTING/MONITORING PROGRAM:

Action: Provide Delineation Report

Timing: Prior to any grading permit

Monitoring and Enforcement: Planning Division, Engineering or Public Works:

Mitigation Measure E-4:

This is an adaptive management mitigation measure. If required to compensate for riparian habitat loss by the Corps, the project applicant will place under conservation easement in a manner acceptable to the Corps and the California Department of Fish and Game an area of riparian habitat that will accommodate constructed replacement at a ratio to be determined during the formulation of a Lake and Stream Alteration Agreement (i.e. a number of acres of constructed riparian habitat). This conserved riparian habitat must be of the same or higher quality as the habitat that is to be removed as a result of the Project.

-- or --

The Project applicant will purchase the requisite number of credits from a qualified conservation bank. The Project applicant can only purchase credits from those banks that sell credits covering the riparian species to be affected by the proposed Project or as approved by the Corps or agency of jurisdiction.

REPORTING/MONITORING PROGRAM:

Action: Provide Delineation Report

Timing: Prior to Final Map

Monitoring and Enforcement: Planning Division, Engineering or Public Works:

Mitigation Measure E-5:

This is an adaptive management mitigation measure. Prior to construction of the Planning Area 1, located adjacent to the Ventura Freeway, a qualified ecologist/biologist shall determine the presence and extent/absence of monarch butterfly activity surrounding the proposed construction area if any mature windrow trees are present. If temporary aggregation activity is observed within this area, construction shall be halted until after the temporary aggregation season (September – December) or until the monarchs have left the vicinity.

REPORTING/MONITORING PROGRAM:

Action: Provide a copy of survey report and/or biologist contract

Timing: Prior to any grading permit for applicable phase

Monitoring and Enforcement: Planning Division, Engineering or Public Works:

Geotechnical Resources

Mitigation Measure F-1:

This is an adaptive management mitigation measure. Conduct Geotechnical Investigations and Adhere to Recommendations: Detailed design level geotechnical investigations shall be performed by qualified licensed professionals for each individual proposed project/phase of the Sakioka Farms Business Park Specific Plan project. These geotechnical investigations shall include, but not be limited to:

- identification of unsuitable soils including expansive, corrosive, and collapsible soils,*
- identification presence and extent of liquefiable soils,*
- calculation of site-specific seismic design criteria,*
 - a fault evaluation study to locate /confirm the presence or absence of the Springville and Camarillo segments of the Simi-Santa Rosa fault across the southern half of the Proposed Project site.*

Recommendations shall be provided in these reports for design of project structures and facilities and for mitigation of any unsuitable conditions encountered. These reports shall be provided to the City and other reviewing agencies for review. These recommendations shall be implemented, as deemed appropriate by the City and the Applicant's engineering design consultant.

REPORTING/MONITORING PROGRAM:

Action: Provide copies of geotechnical report

Timing: Prior to any grading permit

Monitoring and Enforcement: Planning Division, Engineering Division or Public Works.

Hazards and Hazardous Materials

Mitigation Measure G-1:

All miscellaneous vehicles, maintenance equipment and materials, construction/irrigation materials, miscellaneous stockpiled debris, dumpsters, pesticide application equipment, ASTs, 55-gallon drums, and 5-gallon buckets should be removed off site consistent with the phased development described within the Specific Plan, and properly disposed of. Once removed, a visual inspection of the areas beneath the removed materials should be performed. Any stained soils observed underneath the removed materials should be sampled. Results of the sampling would indicate the level of remediation efforts that may be required.

REPORTING/MONITORING PROGRAM:

Action: Providesite sampling reports

Timing:Prior to any grading permit

Monitoring and Enforcement: Engineering Division

Mitigation Measure G-2:

A visual inspection of all storage structures shall be performed prior to demolition activities. In the event that hazardous materials are encountered, the materials be tested and properly disposed of pursuant to State and Federal regulations

REPORTING/MONITORING PROGRAM:

Action: Providesite sampling reports

Timing:Prior to any grading permit

Monitoring and Enforcement: Engineering Division

Mitigation Measure G-3:

Due to visible evidence of dark surface soil staining of oil/petroleum products located within Area 5, soil shall be excavated to determine the exact vertical extent of the contamination. If during soil removal, staining appears to continue below the ground surface, sampling shall be performed to identify the extent of contamination and appropriate remedial measures shall be taken

REPORTING/MONITORING PROGRAM:

Action: Providesite sampling reports

Timing:Prior to any grading permit

Monitoring and Enforcement: Engineering Division

Mitigation Measure G-4:

Areas of exposed soil five feet from the expanded Caltrans Right-of-Way along the Ventura Freeway after completion of the Rice Avenue/101 Freeway interchange reconstruction, which will be disturbed during any excavation/grading activities, shall be sampled and tested for lead. In the unlikely event that lead materials are encountered, the materials shall be disposed of pursuant to State and Federal regulations.

REPORTING/MONITORING PROGRAM:

Action: Providesite sampling reports
Timing:Prior to any grading permit
Monitoring and Enforcement: Engineering Division

Mitigation Measure G-5:

This is an adaptive management mitigation measure. Soil sampling shall occur throughout the Project site concurrent with phased development, including the pesticide mixing areas within Areas 1 and 3. The sampling will determine if pesticide concentrations exceed established regulatory requirements and will identify proper handling procedures that may be required.

REPORTING/MONITORING PROGRAM:

Action: Providesite sampling reports
Timing:Prior to any grading permit
Monitoring and Enforcement: Engineering Division

Mitigation Measure G-6:

Padre Associates findings regarding residual soil contamination associated with the historical operation of oil/gas extraction wells should be reviewed and appropriate remedial recommendations (if any) should be administered. In addition to recommendations provided by Padre Associates, the CalGEM well abandonment procedures shall be followed and formal verification of closure be sent to CalGEM.

REPORTING/MONITORING PROGRAM:

Action:Provide documentation to City and CalGEM (formally DOGGR)
Timing:Prior to any grading permits
Monitoring and Enforcement: Engineering Division and CalGEM

Mitigation Measure G-7:

A qualified lead-paint abatement consultant shall be employed to comply with applicable state and federal rules and regulations governing lead paint abatement if any remaining structures are suspected of containing lead-based paint.

REPORTING/MONITORING PROGRAM:

Action: Contract
Timing:Prior to any grading
Monitoring and Enforcement: Engineering Division

Mitigation Measure G-8:

This is an adaptive management mitigation measure. Consistent with the Airport Comprehensive Land Use Plan for Ventura County (ACLUP) and the Sakioka Farms Specific Plan, commercial/industrial development is permitted within the Extended Traffic Pattern Zone and residential development, should it be incorporated into future plans, is permitted within the Extended Traffic Pattern Zone subject to aviation easements and appropriate recorded disclosures.

REPORTING/MONITORING PROGRAM:

Action: Notes on Phase One Infrastructure Plans
Timing: Final Map
Monitoring and Enforcement: Planning Division

Transportation/Traffic

Introduction to Mitigations I-1 to I-34

The following Transportation/Traffic mitigation measures are part of an adaptive management mitigation program. The traffic improvements listed below as I-1 through I-34, inclusive, are intended to maintain Level of Service C with the development of the Project unless excepted by the City Council based upon the traffic modeling completed in February 2010 for the Draft EIR. Subsequent traffic studies required by the Specific Plan may change the number and type of improvements based upon phasing of development, traffic counts and future travel behavior. Adaptive management will allow consideration of such subsequent traffic studies in the implementation of the Transportation/Traffic mitigation measures. The February 2010 traffic modeling does not take into account the City's Intelligent Transportation Systems (ITS) project under construction in 2011. Similar ITS projects have improved travel time and speed by 12%-16% and decreased delay by 32%-44% (ATSAC evaluation study, 1994). As part of the adaptive management of the Transportation/Traffic mitigation measures, the implementation of such mitigation measures shall take into account when feasible the ITS, future traffic counts and updated trip generation data which may reduce, change or make unnecessary the mitigation measures while still achieving the City's adopted Level of Service, unless modified by City Council. The Developer's payment of applicable City and County traffic impact fees in the amount agreed to by the City, County and Developer or, if there is no agreement, in the amount in effect at the time of issuance of a building permit, satisfies in full the action required by Developer in connection with the implementation of the Transportation/Traffic mitigation measures. Developer may also contribute additional funds towards the traffic improvements subject to reimbursement from the City in the form of credits against future City traffic impact fees or repayment by the City.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees
Timing: Per the Development Agreement
Monitoring and Enforcement Division: Engineering Division

Phase 1

Mitigation Measure I-1:

Rose Avenue & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees in the amount agreed to by the City and developer towards implementing improvements to the Rose Avenue & Gonzales Road intersection that adds a fourth

westbound thru lane which will mitigate both Project and cumulative (2010 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees

Timing: Per the Development Agreement

Monitoring and Enforcement Division: Engineering Division

Mitigation Measure I-2:

Rose Avenue & Camino Del Sol: The Project developer shall pay applicable City and County traffic impact fees in the amount agreed to by the City and developer towards implementing improvements to the Rose Avenue & Camino Del Sol intersection that adds a third northbound thru lane by removing the existing northbound right-turn lane.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees

Timing: Per the Development Agreement

Monitoring and Enforcement Division: Engineering Division

Mitigation Measure I-3:

Rice Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees in the amount agreed to by the City and developer towards implementing improvements to the Rice Avenue & Fifth Street intersection that adds a third southbound thru lane by removing the existing southbound right turn lane.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees

Timing: Per the Development Agreement

Monitoring and Enforcement Division: Engineering Division

Mitigation Measure I-4:

Del Norte Boulevard & Ventura Freeway NB Ramps: The Project developer shall pay applicable City and County traffic impact fees in the amount agreed to by the City and developer towards providing signalization.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees

Timing: Per the Development Agreement

Monitoring and Enforcement Division: Engineering Division

Mitigation Measure I-5:

Del Norte Boulevard & Ventura Freeway SB Ramps: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to signalize and add a northbound right turn lane which will mitigate both Project and cumulative (2010 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Action: Payment of Fees

Timing: Per the Development Agreement
Monitoring and Enforcement Division: Engineering Division

Phase 2

Mitigation Measure I-6:

Ventura Road & Wooley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Ventura Road & Wooley Road intersection that adds a third northbound thru lane and a third southbound thru lane which will mitigate both Project and cumulative (2010 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-7:

Oxnard Boulevard & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees toward improvements adding a third eastbound thru lane at the Oxnard Boulevard & Gonzales Road intersection.

REPORTING/MONITORING PROGRAM:

Action:

Timing:

Monitoring Division:

Enforcement Agency:

Mitigation Measure I-8:

Rose Avenue & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Gonzales Road intersection that adds a fourth southbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-9:

Rose Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Fifth Street intersection that adds a second eastbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-10:

Rice Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rice Avenue & Fifth Street intersection that adds a second westbound left turn lane which will mitigate both Project and cumulative (2010 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-11:

Rice Avenue & Channel Islands Boulevard: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rice Avenue & Channel Islands Boulevard intersection that changes the southbound defacto right turn lane to a free right turn lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-12:

Del Norte Boulevard & Ventura Freeway NB Ramps: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Del Norte Boulevard & Ventura Freeway NB Ramps intersection that adds a second northbound thru lane, adds a separate northbound left turn lane, adds a second southbound thru lane, adds a separate southbound right turn lane, and adds a separate westbound left turn lane

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-13:

Del Norte Boulevard & Ventura Freeway SB Ramps: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Del Norte Boulevard & Ventura Freeway SB Ramps intersection that adds a second northbound thru lane, adds a separate northbound free-right turn lane, adds a second southbound thru lane, adds a separate southbound left turn lane, and adds a separate eastbound left turn lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Mitigation Measure I-14:

Oxnard Boulevard & Vineyard Avenue: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Oxnard Boulevard & Vineyard Avenue intersection that adds a third northbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 2

Phase 3

Mitigation Measure I-15:

Oxnard Boulevard & Vineyard Avenue: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Oxnard Boulevard & Vineyard Avenue intersection that adds a fourth southbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Mitigation Measure I-16:

Rose Avenue & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Gonzales Road intersection that adds a second westbound left turn lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase

Mitigation Measure I-17:

Rose Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Fifth Street intersection that adds a second westbound left turn lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Mitigation Measure I-18:

Rice Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rice Avenue & Fifth Street intersection that completes the grade separation / bypass which will mitigate both Project and cumulative (2020 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Mitigation Measure I-19:

Rice Avenue & Wooley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rice Avenue & Wooley Road intersection that adds a third northbound thru lane and a third southbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3:

Mitigation Measure I-20:

Ventura Road & Wooley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Ventura Road & Wooley Road intersection that adds a second southbound left lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Mitigation Measure I-21:

Rose Avenue & Camino Del Sol: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Camino Del Sol intersection that adds a second eastbound left lane and a second westbound left lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Mitigation Measure I-22:

Del Norte Blvd & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Del Norte Blvd & Fifth Street intersection that adds a second westbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 3

Phase 4

Mitigation Measure I-23:

Ventura Road & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Ventura Road & Gonzales Road intersection that adds a second northbound left turn lane and a third northbound thru lane which will mitigate both Project and cumulative (2025 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-24:

Ventura Road & Wooley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Ventura Road & Wooley Road intersection that adds a third eastbound thru lane and a third westbound thru lane which will mitigate both Project and cumulative (2025 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-25:

Rose Avenue & Camino Del Sol: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Camino Del Sol intersection that removes the southbound free right turn lane, adds a third southbound thru lane and adds an eastbound right turn lane which will mitigate both Project and cumulative (2025 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-26:

Rose Avenue & Fifth Street: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Fifth Street intersection that adds a southbound right turn lane or grade separation.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-27:

Rose Avenue & Channel Islands Boulevard: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Channel Islands Boulevard intersection that adds a third northbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-28:

Rose Avenue & Bard Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Bard Road intersection that adds a third northbound thru lane and a third southbound thru lane by removing the existing northbound and southbound right turn lanes

REPORTING/MONITORING PROGRAM

Deferred to Phase 4

Mitigation Measure I-29:

Rice Avenue & Camino Del Sol: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rice Avenue & Camino Del Sol intersection that adds a second eastbound left turn lane which will mitigate both Project and cumulative (2025 no Project) impacts.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-30:

Rose Avenue & Wooley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Wooley Road intersection that adds a third southbound thru lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-31:

Rose Avenue & Pleasant Valley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the Rose Avenue & Pleasant Valley Road intersection that adds a third northbound thru lane and a third southbound thru lane by removing existing northbound and southbound right turn lanes.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Mitigation Measure I-32:

SR-1/Rice NB & Pleasant Valley Road: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements to the SR- 1/Rice NB & Pleasant Valley Road intersection that adds a westbound right turn lane.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Year 2030

Mitigation Measure I-33:

Rice Avenue & Gonzales Road: The Project developer shall pay applicable City and County traffic impact fees and dedicate additional land to accommodate improvements to the Rice Avenue & Gonzales Road intersection to achieve LOS C, unless the City Council decides this mitigation is infeasible and accepts LOS D for this intersection with an accompanying Statement of Overriding Consideration.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4

Ventura Freeway

Mitigation Measure I-34:

101 (Ventura) Freeway: The Project developer shall pay applicable City and County traffic impact fees toward implementing improvements that are, or are subsequently included, component(s) of the Oxnard Traffic Capital Improvement Program which: 1) extend and connect north- and south-bound Ventura Freeway exit and entrance ramps between Oxnard Blvd and Del Norte Blvd. and/or 2) extend Gonzales Road and/or Ventura Road to Central Avenue.

REPORTING/MONITORING PROGRAM:

Deferred to Phase 4 or per DA

Air Quality

Construction Period Emissions

Mitigation Measure J-1:

This is an adaptive management mitigation measure. The Project developer shall implement fugitive dust control measures throughout all phases of construction. The Project developer shall include in construction contracts the control measures required and recommended by the VCAPCD at the time of development. These measures, like all EIR mitigation measures, are binding on subsequent parties and developers. Examples of the types of measures currently required and recommended include the following:

- 1. Minimize the area disturbed on a daily basis by clearing, grading, earthmoving, and/or excavation operations.*
- 2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before the commencement of grading or excavation operations. Application of water should penetrate sufficiently to minimize fugitive dust during these activities.*
- 3. All trucks shall be required to cover their loads as required by California Vehicle Code §23114.*
- 4. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary.*
- 5. Material stockpiles shall be enclosed, covered, stabilized, or otherwise treated, to prevent blowing fugitive dust offsite.*
- 6. Graded and/or excavated inactive areas of the construction site shall be monitored by a City-designated monitor at least weekly for dust stabilization. Soil stabilization methods, such as water and roll-compaction, and environmentally-safe control materials, shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area*

should be seeded and watered until grass growth is evident, or periodically treated with environmentally-safe dust suppressants, to prevent excessive fugitive dust.

7. *Signs shall be posted on-site limiting on-site traffic to 15 miles per hour or less.*
8. *During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust created by on-site activities and operations from being a nuisance or hazard, either off-site or on-site. The site superintendent/supervisor shall use his/her discretion in conjunction with the VCAPCD is determining when winds are excessive.*
9. *Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.*
10. *Personnel involved in grading operations, including contractors and subcontractors should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.*

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any grading permit

Monitoring and Enforcement: Planning Division and Engineering Division

Mitigation Measure J-2:

The Project developer shall implement measures to reduce the emissions of pollutants generated by heavy-duty diesel-powered equipment operating at the Project site throughout the Project construction phases. The Project developer shall include in construction contracts the control measures required and recommended by the VCAPCD at the time of development. Examples of the types of measures currently required and recommended include the following:

1. *Maintain all construction equipment in good condition and in proper tune in accordance with manufacturer's specifications.*
2. *Limit truck and equipment idling time to five minutes or less.*
3. *Minimize the number of vehicles and equipment operating at the same time during the smog season (May through October).*
4. *Use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric, to the extent feasible.*

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any grading permit

Monitoring and Enforcement: Planning Division and Engineering Division

Operational Emissions – Greenhouse Gas Emissions

Mitigation Measure J-3:

This is an adaptive management mitigation measure. The Project developer shall include in construction and building management contracts one or more of the following requirements or other measures shown to be equally effective:

- 1. Use solar or low-emission water heaters in new buildings where feasible and as in common practice in similar new construction in the Oxnard area.*
- 2. Require that commercial landscapers providing services at the common areas of project site use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased at stores in Ventura County and the cost of the equipment is not more than 20 percent greater than the cost of standard equipment).*
- 3. Provide bus stops pull-out areas, and/or shelters at locations along and within the Project site. The number and location of bus stops shall be determined in consultation with Gold Coast Transit and the City Traffic Engineer. Cumulative air quality impact fees (see Mitigation J-6) paid by the Project developer or subsequent interests may be used for some or all of these structures or as credits against the fee and/or to be funded from the fee fund consistent with the City's practice with other projects with similar transit-oriented mitigation requirements.*

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any grading or building permit

Monitoring and Enforcement: Planning Division and Engineering Division

Mitigation Measure J-4:

This is an adaptive management mitigation measure. A Project-wide Transportation Demand Management (TDM) program shall be prepared by a qualified consultant for review by the Development Services Director within one year of the recordation of the first Final Tract Map and implemented on a phase by phase basis thereafter. The TDM program shall incorporate best and commonly used trip-reduction incentives, programs, and practices found in TDMs of similar projects in terms of allowed uses, size, and transportation and transit service context. The TDM shall, to the maximum extent financially feasible or practical, be coordinated and consistent with Gold Coast Transit service planning, development and/or final adoption of a regional and/or Oxnard Sustainable Communities Strategy (under SB 375), and TDMs or similar efforts of surrounding businesses and organized business and commercial organizations, including but not limited to, the Camino Real Business Park; Proctor and Gamble; Riverpark (The Collections); The Esplanade; The Village; Oxnard Auto Center Dealers Associations; and the McGinnes Ranch, Northgate, and Seagate business parks. The TDM shall include an estimate of Project vehicular trips; a

target reduction; a strategy and timeline to achieve the target; and one or more means of an independent sustainable funding program to administer, monitor, and routinely update the TDM program. At the discretion of the City Traffic Engineer based on applicable professional practice, documented and sustained TDM-attributable trip reductions shall be incorporated into future Project-related traffic studies and/or analyses for purposes of calculating traffic fees and/or modifying traffic-related mitigations. The TDM may be implemented on a phase-by-phase basis.

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any grading or building permit

Monitoring and Enforcement: Planning Division and Engineering Division

Mitigation Measure J-5:

This is an adaptive management mitigation measure. The Specific Plan shall include a requirement that all structures with a flat or nearly flat roof area of over 10,000 square feet shall be designed with roof systems capable of supporting equipment that generates electricity from sunlight and/or wind if economically feasible and subject to review by the Fire Department. The roof systems may be designed to service the building and/or enter into a commercially reasonable public or private utility agreement for purposes of generating energy or transmission.

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any grading or building permit

Monitoring and Enforcement: Planning Division and Engineering Division

Mitigation Measure J-6:

This is an adaptive management mitigation measure. The Project developer shall contribute to a cumulative impacts mitigation "buy-down" fund managed by the City based on the Ventura County Air Pollution Control District fee schedule effective at the time a building permit is issued. The fee contribution shall be assessed and paid incrementally as individual buildings are developed. The fee is allocated based on each development's share of average daily trips (ADT) for the Project buildout. The ADT shall be recalculated annually by the City Traffic Engineer or upon request of the Project developer with a payment of a fee determined by the City Traffic Engineer that covers actual time and material costs to the City. The City shall consider transit and traffic demand management improvements and programs suggested by the Project developer, in excess of those otherwise required, as credits against the fee and/or to be funded from the fee fund.

REPORTING/MONITORING PROGRAM:

Action: Included in construction documents

Timing: Any building permit

Monitoring and Enforcement: Planning Division and Engineering Division

Population and Housing

Mitigation Measure L-1:

If there is a housing component within the Project of over 10 units, ten percent of the total units within each project or a percentage determined by an economic impact assessment that estimates the need for very low and low income housing created by actual and anticipated development with the Specific Plan, whichever percentage is higher but not to exceed 23 percent, would be developed as affordable housing in a manner consistent with the City's inclusionary housing program for qualified low and moderate income households, to be determined by an economic impact assessment that estimates the need for very low and low income housing created by the actual and anticipated development and the wages paid to their employees. This information shall also be reflected in the Specific Plan document under section 4.7, Affordable Housing. (Note: Housing was removed from the final adopted Sakioka Farms Business Park Specific Plan; however, the Housing related mitigation measures remained within the CEQA document.)

REPORTING/MONITORING PROGRAM:

Not applicable at this time.

Public Services - Police and Fire

Operation

Adaptive Replacement Mitigation M.1-1

The parties agree that the formation of a Financing District that includes the obligation to pay for the annual cost of three firefighters (including benefits) is in lieu of the Specific Plan's obligation for developer to dedicate a 1.5-acre site near Rice Avenue and the easterly extension of Gonzales Road for a new fire station site and that such obligation fully mitigates the impact of the Project upon the City's fire services. This is provided, however, that the parties acknowledge and agree that the development of the property with residential uses and/or schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings and other high life hazard or large fire potential occupancies will, subject to the Fire Chief's determination, trigger additional obligations above and beyond the obligations imposed by this section based upon the specific uses added to the property or any portion thereof.

REPORTING/MONITORING PROGRAM:

Action: Per Development Agreement

Timing: Approval of Final map

Monitoring and Enforcement Division: Planning Division

Enforcement Agency:

Mitigation Measure M.2-1:

During all construction activities, the Project or subsequent developer shall ensure that all onsite areas of active development, material and equipment storage, and vehicle staging, be secured with temporary fences to prevent trespass.

REPORTING/MONITORING PROGRAM:

Action: Temporary Use permit and/or fence

Timing: Building permit

Monitoring and Enforcement: Planning Division or Engineering Division or Public Works

Mitigation Measure M.2-2:

The building and site design of subsequent developments under the Specific Plan program shall include crime deterrence and prevention features, building security systems, architectural design modifications, surveillance systems, and secure parking facilities. In addition, industrial businesses may be required to enroll into existing Oxnard Police crime prevention programs, depending on the nature of the business.

REPORTING/MONITORING PROGRAM:

Action: Incorporated into Building Design

Timing: Building permits

Monitoring and Enforcement: Planning Division

Schools

Mitigation Measure M.3-1:

This is an adaptive management mitigation measure. The subsequent developer(s) under the specific plan would be required to pay all applicable school fees to offset the impact of additional student enrollment at schools. No other mitigation measures are required as part of the environmental review process unless State Law changes so as to allow subsequent environmental reviews to identify appropriate feasible mitigations to reduce a significant impact on schools to a level below the significance threshold.

REPORTING/MONITORING PROGRAM:

Action: Provide CC and R's

Timing: Building Permit

Monitoring and Enforcement: Planning Division:

Utilities and Service Systems: Water Supply

N-1 (Adaptive Replacement Measure) *The on-site domestic water system shall include the following:*

- 1. A public pipeline system which feeds into separate water meters for each ownership.*
- 2. A separate water meter (1) for the common landscape areas that would be connected to the future recycled water system.*

3. *All domestic water pipelines shall adhere to the Division of Occupational Health and Safety (DOHS) requirements for separation between water and recycled water/wastewater pipelines.*
4. *The Project developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees."*

The Project developer shall provide the City any approvals necessary to dedicate to the City all FCGMA allocation associated with the Project site, on a phase-by-phase basis and upon the conversion of land from agricultural to urban uses.

REPORTING/MONITORING PROGRAM:

Action: Included in Phase One Improvements plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

N-2 (Adaptive Replacement Measure) *This is an adaptive management mitigation measure. The Project developer shall provide a water system that serves all practical irrigated areas and which is: (1) constructed per the City's GREAT Program, (2) irrigated at night, and (3) properly signed once the system is fully operational.*

The Project developer shall be responsible for appropriate Sakioka Farms Specific Plan Covenants, Conditions and Restrictions (CC&Rs) covering the water use for proper disclosures. The Project developer shall provide the City any approvals necessary to dedicate to the City all FCGMA allocation associated with the Project site, on a phase-by-phase basis and upon the conversion of land from agricultural to urban uses.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-3:

This is an adaptive management mitigation measure. The developer shall incorporate exterior water conservation features, as recommended by the State Department of Water Resources, into the Project. These shall include, but are not limited to:

- *Landscaping of common areas with low water-using plants,*
- *Minimizing the use of turf by limiting it to lawn dependent uses, and*
- *Wherever turf is used, installing warm season grasses.*

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-4:

This is an adaptive management mitigation measure. The developer shall, to the extent feasible, use reclaimed water for irrigation of landscaping and other uses if or when such water is available at the project site.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-5:

The developer shall predominantly use vegetation that requires minimal irrigation (i.e., drought tolerant plant species) in all site landscaping where feasible for new plantings.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-6:

The future water system shall be designed in a loop configuration with connections to the existing 16-inch water line on Del Norte Boulevard.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-7:

The use of a 14-inch line would be feasible and should only be connected to mainlines of 14- inches or larger.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-8:

Rice Avenue is planned to become a state highway; therefore, no new utilities shall be installed along this roadway.

REPORTING/MONITORING PROGRAM:

Action: Included in Phase One Improvements plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-9:

The Project developer shall ensure that the landscape irrigation system be designed, installed, and tested to provide uniform irrigation coverage. Sprinkler head patterns shall be adjusted to minimize overspray onto walkways and streets.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-10:

The Project developer shall install a “smart sprinkler” system to provide irrigation for the landscaped areas. Irrigation run times for all zones shall be adjusted seasonally, reducing water times and frequency in the cooler months (fall, winter, spring). Sprinkler timer run times shall be automatically adjusted by a state-of-the-art system that relies on local weather forecasts.

REPORTING/MONITORING PROGRAM:

Action: Included in landscape plans

Timing: Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Mitigation Measure N-11:

The project developer shall install low-flush water toilets in all new construction at the project site. Low-flow faucet aerators shall be installed on all new sink faucets.

REPORTING/MONITORING PROGRAM:

Action: Included in building plans

Timing: Construction Documents for buildings not applicable for TTM

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Adaptive Replacement Mitigation Measure N-12:

This is an adaptive management mitigation measure. The Project’s annual water supply deficit of 330 acre feet was estimated using 2010 water use estimates for the theoretical buildout of the entire project. Actual water demand over the buildout of the Project is likely to change as actual development and uses occur and changing water consumption. Subsequent water demand/supply analyses required by subsequent CEQA review may

change water supply needs relative to the City's future water supply. The Draft 2010 Urban Water Management Plan (UWMP) incorporates the Project's water demand as proposed. Should subsequent project development incur water demand in excess of that anticipated by the adopted 2010 UWMP and/or the City's water supplies are reduced below those anticipated by the adopted 2010 UWMP, the Project shall, to the extent feasible, implement one or more, but not limited to, the following adaptive measures to remain water neutral to the City's available and projected supply at the time of subsequent project approvals that involve a Negative Declaration, Mitigated Negative Declaration, or Subsequent EIR:

N-12.1 *The Project developer shall provide to the City additional water rights of at least the shortage amount.*

N-12.2 *The Project developer shall provide to the City water supplies equal to the shortage amount until City supply is adequate.*

N-12.3 (Adaptive Replacement Measure) *The Project developer shall provide to the City permanent quantified water offsets in the form of water conservation measures that meet best practices and current City policies as determined at the time of application.*

N-12.4 (Adaptive Replacement Measure) *The Project developer shall provide to the City financial contributions towards City programs which generate in-City water conservation or conveyance. Dedication of water rights, purchase of City water, and other contributions to water conservation shall be considered at time of application and determined as part of Planning entitlement.*

N-12.5 *The Project developer shall participate in other similar programs that cumulatively result in an adequate water supply contribution.*

REPORTING/MONITORING PROGRAM:

Action: Included in Phase One Construction Documents and conditions

Timing: Final Map

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

N-13 (Adaptive Replacement Measure) *The Project developer(s) of proposed and future uses in the Specific Plan area are expected to meet the water usage expectations of the 2012 EIR. Projects that demonstrate water usage commensurate, or less, than what was assumed under the 2012 EIR area not required to make additional off-sets. Proposed land uses that require water usage that exceeds the established 2012 EIR thresholds will require water demand mitigation to be determined on a project by project basis.*

REPORTING/MONITORING PROGRAM:

Action: Determines at Project Application Review Construction Documents and conditions

Timing: Planning Analyses prior to Entitlement Construction Documents

Monitoring and Enforcement: Planning Division, Engineering Division and Public Works

Standard Air Quality

75. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)
76. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
77. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
78. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
79. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
80. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
81. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
82. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Standard Cultural Resources

83. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of

the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

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

AIRPORT CONDITIONS

84. Developer shall record a notice against the project property within the project that the project is within or proximate to the Camarillo Airport Sphere of Influence and inhabitants may be affected by the airport and aircraft operations. Before the City issues building permits, Developer shall provide evidence of recordation of such notice with the Ventura County Recorder's Office. (PL)
85. Developer shall grant to the County of Ventura an aviation easement that includes the elements of the Federal Aviation Administration's (FAA) Model Aviation Easement, for Camarillo Airport. (PL)
86. Developer shall file with FAA a Form 7460, "Notice of Construction or Alteration," that enables the FAA to review the development for any hazards to airport/aviation operations. The FAA's review shall result in a finding of "no objection." (PL)
87. The Developer shall adhere to any recommendations from the FAA for marking or lighting. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

88. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
89. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with

the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

90. Developer shall protect building pads from inundation during a 1% chance (100year) storm. (DS-5)
91. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
92. 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)
93. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
94. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
95. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain.

Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

96. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
97. 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)
98. Developer shall pay the cost of all inspections of onsite and offsite improvements. (DS-22)
99. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
100. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
101. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
102. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
103. Prior to issuance of a grading/site improvement permit, developer shall obtain Development Services Director approval for any proposed construction phasing. The

improvement plans (and associated phasing plans) shall clearly indicate any interim or offsite improvements required by City. (DS-28)

104. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "asbuilt" plans after project completion. Developer's submittal of certified "asbuilt" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
105. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
106. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
107. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
108. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
109. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
110. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
111. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
112. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
113. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of

occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

114. Developer shall construct all street and road improvements in conformance with City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
115. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
116. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying-as directed by the City Engineer. (DS-51)
117. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
118. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
119. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, fiber optic cables and telephone lines before any ~~final~~ paving is placed. (DS-54)
120. Developer shall protect the stub ends of all streets planned for future continuation with warning barricades, redwood headers, berms, signs and/or reflectors as directed by the City Engineer. (DS-55)
121. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
122. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
123. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

124. Prior to City approval of improvement plans, Developer shall obtain approval signatures from Southern California Edison Company, Southern California Gas Company, General Telephone Company, and all cable television companies. (DS-63)
125. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
126. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)
127. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)
128. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

129. Developer shall form a Property Owners Association (POA) or other similar organization that is responsible for the maintenance of the following: a) The regional detention basins on lots A and B; b) The drainage channel at the east property boundary; c) Stormwater quality facilities located in the public right-of-way; d) Landscaping in the public right-of-way; e) Any other landscaping or other maintenance as required by the Project Conditions. The POA shall be formed and operational prior to the city's acceptance of the public improvements associated with the first map phase, or the issuance of a temporary or permanent occupancy permit, whichever occurs first. (DS)

130. A CFD No. 8 shall be formed prior to the recording of the first phase final map that shall provide backup funding for the Property Owners Association in addition to the other requirements specified in the Development Agreement. (DS)

STORMWATER SPECIAL CONDITIONS

131. Storm water runoff from this subdivision shall be limited and on-site detention shall be provided that results in a maximum discharge of 1 cfs/acre during a 1% (100-year) chance storm event. Developer shall provide a drainage and flood control analysis demonstrating compliance with this standard prior to the issuance of each phase of public improvement plans. The detention basin(s) shall be designed in accordance with Public Works Standards and policies. Owners of all lots containing detention facilities shall provide a city standard Declaration of Restrictive Covenant and Deed Restriction for Detention Basin Perpetual Maintenance executed by the property owner prior to approval of the grading/site improvement plans. (DS)
132. Developer's drainage and flood control analysis for each phase of this project shall include acceptance and conveyance of all offsite stormwater from future buildout of the Camino Real Specific Plan, including any redirection of stormwater resulting from the future connection of Street E to the westerly end of Camino Avenue, in addition to all other existing offsite stormwater discharging onto the property. (DS)
133. Developer shall provide an evaluation of the feasibility of providing: A) Future lot based onsite stormwater detention facilities; and B) Future onsite stormwater quality best management practices ('BMP') for lots (e.g. Lots 78, 119, 129) that have no direct access to an underground stormdrain system. If the evaluation does not demonstrate feasible solutions as determined by the City Engineer, Developer shall alter the proposed storm drain system layout in a manner that accommodates meeting these future development requirements. (DS)
134. Developer shall relocate/redesign the 'on-site concrete drainage swale' proposed for the 'Easterly North Tract Boundary' such that the new concrete swale does not limit access for inspection, maintenance, or reconstruction of the existing underground utilities located along the freeway frontage. Final location and design of this ditch is subject to approval of the City Engineer. (DS)
135. Developer shall maintain, in perpetuity, and shall provide evidence of a long-term maintenance and financing mechanism for the drainage channel proposed along the easterly property line of the subdivision. The maintenance and financing mechanism shall be recorded in a manner that shows up on title for the lots containing the drainage channel. Proof of the maintenance and financing mechanism shall be provided prior to recording each map phase that creates a privately owned lot along the easterly property line. (DS)

136. Developer shall design the privately owned channel along the eastern property line of the project to meet the following requirements: A) A maintenance road shall be constructed of sufficient width to perform maintenance, shall have access points at each end, and shall provide a connection to the existing channel maintenance road to the south of this project; B) The maintenance road shall be constructed of an all-weather surface capable of sustaining standard maintenance vehicle (skip loader and dump trucks) loads; C) The maintenance road shall be set back a minimum of 3 feet from any adjacent fence or other structure including the concrete channel to avoid driving on the channel edge; D) The 3 foot setback between the maintenance road and the channel shall not exceed a slope of 1 foot (vertical) to 5 feet (horizontal); E) Fences and/or walls shall be set back a minimum of 3 feet from the edge of the channel; F) All fences foundations shall be located entirely within the proposed easement in a manner such that they can be maintained without relying on access from adjacent property; G) Fence materials shall be designed with a 50-year life expectancy; H) The easement reservation indicated on the tentative map shall be increased in width sufficient to encompasses the improvements indicated herein, and shall be recorded in a manner that shows up on title for the lots containing the drainage channel. (DS)
137. Unless an alternate design has been approved by the Public Works Director, Developer shall construct approximately 50 feet of offsite concrete trapezoidal drainage channel near the southeast corner of this subdivision to extend the existing concrete channel to the southerly property line of this subdivision. This improvement shall be designed and constructed with the first phase of construction that increases stormwater runoff to the channel.
138. Developer shall maintain, in perpetuity, and provide evidence of a long-term maintenance and financing mechanism for the regional detention basins located in lettered lots A and B at the southern property line of the subdivision. Proof of the maintenance and financing mechanism shall be provided prior to recordation of the phase 1 final map. (DS)
139. Developer shall dedicate to the City of Oxnard of the lettered lots A and B as depicted on the Tentative Map to be recorded with the phase 1 final map, subject to the improvements being made. (DS)
140. Developer shall design proposed Regional Detention Basins A & B along the southern property line of the project to meet the following requirements in addition to established City standards and policies: A) Provide a 15 foot wide maintenance road along the entire length of the basins; B) The maintenance road shall be constructed of an all-weather surface capable of sustaining standard maintenance vehicle (skip loader, dump truck, etc.) loads; C) The maintenance road shall be set back a minimum of 3 feet from any adjacent fence or other structure including the detention basin rock rip-rap (rock facing); D) The 3 foot setback between the maintenance road and the detention basin shall not exceed a slope of 1 foot (vertical) to 5 feet (horizontal); E) Fences and/or walls shall be set back a minimum of 3 feet from the edge of the rock rip-rap (rock facing); F) All fence/wall

foundations shall be located entirely within the proposed lot in a manner such that they can be maintained without relying on access from adjacent property; G) A fence or wall shall completely enclose the basins with appropriate vehicular access gates at key locations. Fence materials shall be designed with a 50-year life expectancy; H) There shall be a recorded easement providing access to both ends of the detention basins from a nearby public right-of-way; I) Detention basins shall include a 12 foot wide vehicular access ramp constructed of concrete that includes a 30 foot long concrete level area at the bottom; J) The bottom of the detention basin shall be located a minimum of 3 feet above the historic high groundwater table; K) The detention basin shall have a freeboard complying with section 51-7 of City Standard Plate 56 with an emergency overflow that directs stormwater away from private property; L) Final design is subject to approval of the City Engineer. (DS)

141. Unless an alternate design has been approved by the City Engineer, Developer shall design detention basins to maintain a minimum 1% longitudinal slope at pervious surfaces and 0.25% at impervious surfaces at flow lines within the basin. An impervious low-flow channel shall be provided within detention basins serving as conveyance structures if they are otherwise unlined. Exceptions may be granted by the City Engineer on a case-by-case basis where adequate justification has been provided. (DS)
142. Developer shall design the project stormwater conveyance system, including within existing adjacent Rice Avenue and Del Norte Boulevard, in compliance with City design standards and policies. This includes, but isn't limited to, catch basin spacing and conveyance structure minimum slopes. (DS)
143. If not fenced, all surface detention basins shall be provided with signs spaced at a maximum of 100 foot intervals (minimum of 4 signs) facing outward along the basin perimeter identifying the use of the lot as a detention basin. The signs shall have a minimum area of 4 square feet and shall contain the following message: "WARNING This area has been designed as a stormwater detention pond and is subject to periodic ponding to a depth of ____ feet." 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 permanent material. All information regarding required detention basin signage shall be included on the grading/site improvement plans. (DS)
144. Developer shall design streets ending in a cul-de-sac to either; A) convey stormwater runoff away from bulb end of the street; or B) shall design catch basins serving the bulb end of the street for a 2% (50-year) event and construct the street elevations and grades in a manner that provides an emergency secondary overflow away from the bulb end of the street that does not result in flooding depths that extend beyond the street right-of-way if the catch basin(s) becomes blocked. The City Engineer may approve alternative designs that meet the intent of this condition. (DS)

STORMWATER QUALITY SPECIAL CONDITIONS

145. This development is located within the Sakioka Farms Business Park Specific Plan which under the Regional Water Quality Control Board Order R4-2010-0108 meets exemption criteria (grandfathering) allowing the project to provide stormwater quality treatment in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System (MS4) and associated 2002 Technical Guidance Manual ('TGM') based on the exception criteria included in the 2010 MS4 permit and associated 2011 TGM. This exemption shall apply to future phases or projects within this Tract notwithstanding the enactment of new State Laws or updates to the MS4 permit or that such new State laws or updates to the MS4 invalidate prior grandfathering provisions. Site improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)
146. Using forms provided by the Community Development Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for the stormwater quality measures serving runoff from the public right-of-way associated with this project. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for approval by the City Engineer. (DS)
147. Proprietary stormwater quality best management practices implemented within this subdivision shall be designed to remove a minimum of 80% of 50 micron particles to be considered adequate treatment. (DS)
148. If landscape based Stormwater Quality Best Management Practices ("BMPs") are incorporated into the project, the Developer's engineer shall submit written confirmation that they have reviewed the landscape construction drawings within the BMPs and that the proposed landscaping conforms to applicable TGM standards for such improvements. (DS)
149. Developer shall provide, in perpetuity, all maintenance and inspection of stormwater quality facilities within the public right-of-way in accordance with stormwater quality device manufacturer's recommendations, applicable State Laws, MS4 permit and TGM requirements.
150. Prior to recording any map phase that includes stormwater quality facilities within the public right-of-way, Developer shall provide proof that maintenance costs associated with these stormwater quality facilities are funded by the property owners within the project via a Property Owners Association with backup financing by a CFD No. 8 or similar perpetual funding mechanism. Community Development or Public Works Director to approve the amount of funding and funding mechanism. (DS)

151. Developer shall design and construct a temporary desilting basin, or other approved Best Management Practice ('BMP'), for each proposed lot during the initial grading process to remove pollutants from the stormwater discharge of the undeveloped lot. (DS)
152. Developer shall design and construct temporary BMPs at each location where runoff from an adjacent farm field is conveyed to a public drain. The BMP shall effectively remove pollutants of concern from the stormwater discharge of the farm field. (DS)

GRADING SPECIAL CONDITIONS:

153. Developer shall list all applicable grading and air quality related environmental mitigations measures on the grading plan cover sheet for all project phases. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (MM J-1, J-2, E-1) (DS)
154. Developer shall design and construct all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 2 foot wide level area (at both top and bottom of slope) adjacent to any wall, sidewalk, curb, or similar improvement. If the vertical distance from the top of slope to the bottom of slope exceeds 10 feet, the level area shall be increased to a minimum of 3 feet wide. (DS)

WASTEWATER SPECIAL CONDITIONS:

155. Developer shall provide a sewer study for each construction phase of the onsite sewer system. All sewer improvements shall be designed for the ultimate discharge expected from full build-out of the project and any upstream contributions master planned to contribute to this system. The study and associated improvements shall accommodate the additional flows from build out of the adjacent Camino Real Master Plan and any redirected flows caused by the alterations to the Camino Avenue utility points of connection. (DS)
156. Developer shall provide an evaluation of the capacity of the existing 21" sewer line in Del Norte Boulevard between manhole #21 indicated on the tentative map and the proposed sewer connection at Street C. Developer shall upsize the sewer main or otherwise redesign sewage points of connection if the pipe will exceed 75% depth of flow. (DS)

WATER SPECIAL CONDITIONS:

157. Developer shall provide a water study for each construction phase of the onsite water system. All water improvements shall be designed for the ultimate water demand expected from full build-out of the project and water demand associated with build out of the

adjacent Camino Real Master Plan. The water study shall be coordinated with the existing City computer water model prior to initiating calculations. (DS)

158. Based on previous water studies analyzing this project, it is expected that the project water study will result in the need for offsite improvements including, but not necessarily limited to, the following: 1) Installation of approximately 30 feet of pipeline near the intersection of Gonzales Road and Solar Drive consisting of a 24-inch pipe connecting the existing 36-inch transmission main to the nearest 12-inch distribution pipe and an 18-inch pipeline connecting the two (2) existing 12-inch distribution pipelines in Gonzales Road; and 2) Replacement of one of the existing 12-inch distribution pipelines in Gonzales Road with an 18-inch pipeline from Solar Drive to Rice Avenue. These two improvements will significantly reduce the travel distance and pressure losses associated with providing water service to this development. The Developer is responsible for construction of these improvements (and any others determined necessary by the water study) as a part of this project. The timing of these improvements shall be based on the water study analyzing the water demand associated with each phase of improvements. Alternative improvements determined capable of providing the required water demand may be approved by the City Engineer. (DS)
159. Developer's engineer shall provide detailed water system calculations (based on recent in-place fire hydrant flow tests) and plans for the project. The design and sizing of all proposed water improvements shall meet the needs of the ultimate specific plan build-out as well as the interim requirements of the proposed phase and shall result in a well-interconnected water system. The required calculations and plans are subject to the approval of the City Engineer prior to the issuance of a site improvement/grading permit or recordation of each phase of the final map. (DS)
160. Developer shall install fire hydrants at locations (including both sides of streets with medians) within the project and along adjacent frontage roads as directed by the fire department with each phase of development. (DS)

STREET SPECIAL CONDITIONS:

161. Developer shall extend Street E to connect to Camino Avenue at the time of construction of Street E north of Gonzales Road unless otherwise directed by the City Engineer. The street extension shall be in general conformance with the alignment indicated on the tentative map except that effort shall be made to minimize or eliminate the need for offsite right-of-way or easements. Developer shall dedicate right-of-way for these improvements in lieu of the 60 foot wide temporary access easement indicated on the tentative map. Developer shall concurrently extend utilities (sewer, water, and storm drain) in Street E and connect to the existing compatible, if any, utility in Camino Avenue. All downstream utilities shall be designed to accommodate the additional flows caused by the alteration to the Camino Avenue utility points of connection. Improvements shall include the removal of utility and surface improvements for the portion of Camino Avenue no longer needed along with

construction of required drainage facilities to convey upstream stormwater. The requirements of this condition may be altered by the City Engineer to facilitate construction of the future Del Norte/Highway 101 interchange. (DS)

162. Developer shall design street intersections (and the associated storm drain system) to eliminate the need for concrete cross gutters by placement of catch basins on the upstream side of intersections and conveying the stormwater underground. (DS)
163. Gonzales Road is being constructed with a raised landscaped center median. No future median breaks will be allowed unless the City Traffic Engineer issues a written waiver based on a traffic evaluation provided by a registered Traffic Engineer demonstrating that the advantages of the median break outweigh the inherent disadvantages of the median break. The final decision on approval of future median breaks rests solely with the City Traffic Engineer. (DS)
164. Developer shall remove the existing concrete tractor crossings in Del Norte Boulevard, repair the roadway, and reconstruct the missing segments of median to City standards concurrent with each phase of roadway widening adjoining these locations. (DS)
165. Developer shall install 18" wide decorative concrete perimeter strips at the landscaping median in Del Norte Boulevard prior to new landscaping being installed per city plate 128. Where the median curbs are less than 6' apart, the decorative concrete shall be installed full width from median curb to median curb. (DS)
166. Developer shall design and construct the full width of Rice Avenue and Del Norte Boulevard (including both sides of the street and both sidewalks along Del Norte Boulevard but only the side adjacent to the property along Rice Avenue) to their ultimate condition along the frontage of phase 1, as shown on the subdivision phasing diagram, concurrent with the design and construction of Street A. Developer shall construct additional improvements as determined necessary by the City Traffic Engineer to provide safe transitions to existing improvements. (DS)
167. Developer shall design and construct the full width of Rice Avenue to its ultimate condition along the frontage of phase 5, as shown on the subdivision phasing diagram, concurrent with the design and construction of easterly extension of Gonzales Road. Developer shall construct additional improvements as determined necessary by the City Traffic Engineer to provide safe transitions to existing improvements. This condition shall not preclude the requirement to construct some or all of these same improvements with an earlier map phase due to traffic impact mitigation requirements specified in other conditions for that phase. (DS)
168. Developer shall design and construct the full width (both sides of the street including sidewalk) of Del Norte Boulevard to its ultimate condition along the frontage of phase 2, as shown on the subdivision phasing diagram, concurrent with the design and construction of the Del Norte/Gonzales Road intersection. Developer shall construct additional

improvements as determined necessary by the City Traffic Engineer to provide safe transitions to existing improvements. (DS)

169. Developer shall construct full street width improvements (back of sidewalk to back of sidewalk) and all underlying utilities with each final map phase. The current phasing diagram places phase lines at the center of some street rights-of-way however no partial street width construction will be allowed unless determined necessary by the City Engineer. (DS)
170. Developer shall design street curb returns in compliance with City standards including construction of ADA compliant curb ramps at all corners. The extent of concrete sidewalk at the street curb returns shall be reduced to that determined necessary to meet pedestrian requirements as determined by the City Engineer. (DS)
171. Prior to issuance of each improvement permit for roadway construction, Developer shall consult with Gold Coast Transit regarding modifications to routes or other Gold Coast Transit services that result in the need for additional bus stops, street furniture, or other additional improvements on or adjacent to the site that would affect site improvement plans. Final determination of the scope of added construction requirements shall be at the discretion of the City Traffic Engineer. Roadway construction plans shall include construction of required transit improvements as appropriate with each phase of roadway construction. (MM J-3) (DS)
172. Developer shall provide evidence of recordation of a reciprocal access easement over lots 38 and/or 40 providing full access to lots 39 and 41 such that no direct access is required from Del Norte Boulevard. Evidence shall be provided concurrent with recordation of any map phase containing lots 38, 39, 40, or 41, (DS)
173. Developer shall provide all right-of-way dedications proposed under this subdivision free of any pre-existing easements or other encumbrances unless the City Engineer determines that the easement or encumbrance is currently in use for its intended purpose and that allowing the easement to remain does not create an undue burden on the City. (DS)

MISCELLANEOUS SPECIAL CONDITIONS:

174. Developer shall provide evidence of compliance with applicable EIR mitigation measures prior to issuance of a grading permit(s), approval of construction plans, and/or recordation of a final map phase as indicated in the approved Mitigation Monitoring and Reporting Program. (DS)
175. Developer shall be required to obtain demolition permits for the removal of existing building structures and electrical services on the site. Demolition requirements will include asbestos abatement prior to demolition work in accordance with the Ventura County Air Pollution Control District requirements and State Laws.

176. Developer shall provide special attention to protect in place the existing underground utilities lines along northwesterly and northern property lines of this subdivision. Developer shall place no additional fill material, construction loads, or other alteration that materially affects these existing facilities unless a written detailed site specific evaluation of the existing facilities is provided by the developer's engineer providing evidence that the facilities can sustain the proposed modification. The evaluation and resulting recommendations must be approved by the Public Works Director. (DS)
177. Developer shall dedicate access and construction easements to the City of sufficient width to allow for ongoing inspection and maintenance activities related to the existing public utilities along the northwesterly and northern property lines of this subdivision. The access and maintenance easement would encumber, at a minimum, lots 115, 119, 121 through 127, 129 and 54. Developer shall also provide an easement from the northerly end of the two proposed cul-de-sacs (Street B and Street C) rights-of-way to the above described easement generally as indicated on the tentative map as a "20' ACCESS EASEMENT". (DS)
178. Developer shall extend underground utilities (wet and dry) in Gonzales Road to the easterly property line of the project for future connection by the Camino Real Specific Plan project located east of this project. (DS)
179. Prior to each final map phase, Developer shall provide evidence that all water wells (existing or abandoned) within that map phase have been destroyed in compliance with well destruction standards or that a permit to destroy the wells has been issued. Developer shall provide evidence that destruction of all wells within a particular map phase is complete prior to issuance of a construction permit for development of any lot within that phase unless a written waiver is provided by the City Engineer. Water well destruction shall be in accordance with Oxnard City code and related policies and procedures. (DS)
180. Developer shall place existing overhead utility lines (33KV or less) on and adjacent to the project underground in accordance with City Code in effect at the time of approval of the tentative map. Utility lines conveying in excess of 33KV may remain overhead but all other lines on those poles shall be placed underground. Undergrounding may be implemented on a phased basis to coincide with each map phase. Before issuance of a site improvement permit for each phase, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation associated with that phase. (DS)
181. All developments within this subdivision shall comply with the restrictions specified in the Memorandum of Understanding between the State of California, County of Ventura, and the City of Oxnard regarding the future conversion of Rice Avenue to a State Highway. All final map phases shall include delineation of the 60-foot setback as currently delineated on the tentative map. (DS)

182. Developer shall dedicate a public access easement to the City along the Rice Avenue frontage of the subdivision. The dedication shall occur concurrent with the dedication of adjacent Rice Avenue right-of-way for road widening. The public access easement may be a standard 30 feet wide or alternatively of a sufficient width to encompass the area between the Rice Avenue right-of-way and the easterly edge of the proposed Rice Avenue meandering sidewalk. (DS)
183. Developer shall dedicate to the City a public access easement and public utility easement over all sidewalks constructed adjacent to public right-of-way (Del Norte Boulevard, Gonzales Road, Street E, and a portion of Street B) and intended for public use but located on private property. Alternatively, Developer may dedicate additional right-of-way to encompass the required easements. (DS)
184. Developer shall dedicate to the City all rights of direct ingress and egress to Rice Avenue from all adjacent lots. Dedication does not include the general right of travel that is available to the public. This dedication shall be reflected on each final map phase that contains a lot adjacent to Rice Avenue. (DS)
185. Developer shall dedicate to the City all rights of direct ingress and egress to Del Norte Boulevard from all adjacent lots (both sides of the street) with the exception of the frontage of lot 13 and the southerly 350 feet of lot 12. Dedication does not include the general right of travel that is available to the public. This dedication shall be reflected on each final map phase that contains a lot adjacent to Del Norte Boulevard. (DS)
186. Prior to approval of each final map phase, Developer shall provide a 100-scale address map to the City Engineer for that phase. 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)
187. Developer may submit phased improvement plans corresponding to phased final maps. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a phasing plan for review and approval of the Community Development Director. Temporary improvements such as vehicle turnarounds, barricades, waterline blow-offs, and other improvements may be required as deemed necessary by the City Engineer. (DS)
188. Prior to the issuance of a permit for construction of public improvements, Developer shall provide to the City a compact disc (CD) containing digital copies of all project maps, address map, and/or civil improvement drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction (DS)

TRAFFIC SPECIAL CONDITIONS:

189. Developer shall provide a phase-specific traffic study with each subdivision map phase that provides an analysis of the impacts of full build-out of lots within that phase (and all previous phases) on the existing and phase specific roadway improvements. The scope and list of intersections analyzed with each study shall be approved by the City Traffic Engineer prior to performing the study. Developer is responsible for construction of all on-site and/or frontage improvements identified in each phase-specific traffic study necessary to mitigate traffic impacts not previously identified in the master traffic study prepared for the Sakioka Farms Business Park Specific Plan. On-site improvements shall be considered to include the Rice Avenue/Gonzales Road intersection. Construction of these improvements is in addition to other improvements required by these conditions of approval. (TR)
190. Concurrent with construction of Street A, Developer shall construct the Rice Avenue/Street A intersection and associated traffic signal system per the lane configuration shown on the tentative map and consistent with Figure 4-7 of the project EIR traffic study. Final design of these intersection improvements to be approved by the City Traffic Engineer.
191. Concurrent with construction of Street A, Developer shall construct the Del Norte Boulevard/Street A intersection and associated traffic signal system per the lane configuration as shown on the tentative map and consistent with Figure 4-7 of the project EIR traffic study. Final design of the intersection improvements to be approved by the City Traffic Engineer. (TR)
192. Concurrent with construction of the phase 1 improvements, Developer shall reconstruct the Gonzales/Rice Avenue intersection (including traffic signal modifications and lane transitions) consistent with the recommendations of option 2 of the project Specific Plan EIR traffic study, and shall dedicate the right-of-way necessary for future buildout of option 1 of the project Specific Plan EIR traffic study. Right-of-way shall be granted by deed transfer for the additional right of way necessary where the improvements do not adjoin map phase 1. Design of the intersection improvements shall assume all right-of-way dedications shall occur on the east side of Rice Avenue adjoining the Development. Final design of the intersection improvements to be approved by the City Traffic Engineer. (TR)
193. Concurrent with the construction of the westerly leg of the Gonzales Road/Del Norte Boulevard intersection, Developer shall construct the intersection and associated traffic signal system per the lane configuration shown on the tentative map and consistent with the recommendations of the project EIR traffic study except that the easterly leg of the intersection shall be constructed to the following interim condition unless directed otherwise by the City Traffic Engineer. The easterly leg shall consist of an 8-foot bike lane, two 12-foot eastbound through lanes, a 4-foot median, two westbound left-turn lanes, two 12-foot westbound through lanes and an 8-foot bike lane.(TR)

194. The layout of the Gonzales Road/Street E intersection shall be altered as directed by the City Traffic Engineer to eliminate the trap westbound left turn lane created at the Gonzales Road/Del Norte Boulevard intersection. (TR)
195. The first subdivision map phase dedicating right-of-way for Gonzales Road east of Del Norte Boulevard shall dedicate sufficient right-of-way for the ultimate width of Gonzales Road between Del Norte Boulevard and the east tract boundary. The dedicated right-of-way between Del Norte Boulevard and Street E shall be as illustrated on the tentative map. The Gonzales Road right-of-way dedication between Street E and the easterly tract boundary shall be as illustrated on the tentative map. (TR)

ENVIRONMENTAL RESOURCES DIVISION

196. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “Environmental Resources Division Construction and Demolition Waste Management Plan” (“C&D Plan”) to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
197. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management 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 project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.
198. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.

199. FOR COMMERCIAL/INDUSTRIAL PROJECTS: To be in compliance with state law, developer shall make provisions to divert a minimum of 50%, with an aim of diverting 75% to achieve the new state diversion goal, of the waste material generated during occupancy through source reduction, recycling, reuse, and organics collection programs. Developer shall submit an “Environmental Resources Division Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. The Occupancy Plan must clearly state how recyclable and organic material will be managed on site to be in compliance with applicable state law, including what service provider(s) will manage/transport materials to appropriate facilities. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy.
200. FOR RESIDENTIAL PROJECTS: Covenants, conditions and restrictions (“CC&Rs”) shall be developed for the project that require the homeowner’s association to make provisions to divert a minimum 50% of waste material generated during occupancy through source reduction, recycling, reuse, and organics collection programs. Developer shall submit an “Environmental Resources Division 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.
201. RECYCLING:[For residential projects] Developer and operator shall install clearly labeled storage containers of equal size within each guest room to facilitate separate disposal of recyclable and non-recyclable waste typically generated by guests. The intent of this mitigation measure is to create a situation wherein recycling is as convenient for project guests as disposing of trash. For consistency with City collection standards, the recyclable waste container shall be blue in color and the non-recyclable waste container shall be gray or black in color.
202. RECYCLING:[For residential projects] Developer and operator shall provide recycling containers near the point of use in common areas for guests and residents to dispose of their recyclable waste. Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content. To be consistent with City collection standards, containers for recycling shall be blue in color.
203. RECYCLING:[For residential projects] Hotel operator (Management) shall provide literature in each guest room or apartment—pick one explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.
204. RECYCLING:[For residential]: Property Owner (Management) shall provide training to the housekeeping/janitorial staff (including visual aids for each housekeeping cart) for separating tenant’s refuse into recyclable and disposable trash.

205. RECYCLING: [For residential and office projects] Property Owner (Management) shall provide housekeeping/janitorial carts which accommodate separated recyclable and non-recyclable trash. Visual aids for each housekeeping cart shall include a general list of mixed recyclables accepted and the standard 3-arrow recycling symbol on the collection container. (P-11)
206. RECYCLING: [For residential and office projects] Property Owner (Management) shall provide sufficient containers to custodial staff to prevent the contamination of recyclables with waste or moisture.
207. Solid waste containers that will be placed for City pick-up are required to be stored in a patio, yard, or storage area and not in the garage. Such solid waste containers shall be stored on a concrete slab and any residential gate used to access such containers shall be sized to allow clearance by a three-foot wide cart.
208. Plans for placement of solid waste containers that will be placed for City pick-up shall be submitted to the Environmental Resources Division for review and approval to assure efficient operation.

FIRE DEPARTMENT STANDARD CONDITIONS

209. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
210. 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)
211. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
212. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

213. 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*)
214. The project shall meet the minimum requirements of the “Fire Protection Planning Guide” published by the Fire Department. (FD, *F-6*)
215. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
216. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
217. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)
218. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
219. 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*)
220. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
221. Developer 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*)
222. Developer shall install in each structure in the project where automatic fire sprinklers are installed a system that automatically opens the skylights in areas affected by fire before the fire sprinklers are activated. (FD, *F-14*)
223. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
224. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the

issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

225. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT SPECIAL CONDITIONS

226. Fire sprinkler coverage is required for:
- a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
227. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.
228. Developer shall allow installation of public safety radio equipment in the tower, steeple, roof or other elevated portion of the building. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

IMPACT FEE CONDITIONS

229. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
230. In accordance with City Council Resolution No. 14,124, Developer shall participate in the City's Public Art Program by installing art in accordance with the Public Art Element of the subject specific or master plan such that all developments within the area must meet the art requirements with installation of art or payment of Public Art Fee prior to issuance of occupancy for each individual project.
231. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

TENTATIVE MAP SPECIAL CONDITIONS

232. Developer shall develop the site with the street names, as approved by the Street Naming Committee. (PL)
233. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
234. Before or during escrow for the sale of property within the project, Developer shall give to the buyers a document disclosing, in large type, that:
- a. The property was formerly used for agricultural purposes, and is near or adjacent to, land that is currently used for agricultural operations; and
 - b. The buyers may be subject to inconvenience or discomfort arising from agricultural operations on such nearby or adjacent land, including, but not limited to, frost protection measures, noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) at any hour of the day or night, storage of equipment and materials necessary to the agricultural operations, slow moving farm equipment, and spraying or other application of chemical fertilizers, soil amendments (such as manure, compost materials and mulches) and pesticides (such as herbicides, insecticides and fumigants); and
 - c. If the buyers complete the purchase of the property, the buyers should be prepared to accept such inconvenience and discomfort as a normal and necessary aspect of living near or adjacent to agricultural operations.

To show that the buyers have read the document, Developer shall require the buyers to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon request. (PL)

235. Prior to map recordation, the developer shall provide a public improvement plan which identifies, and includes, a connection from the Sakioka Farms Business Park Specific Plan area to the city fiber optic infrastructure according to city specifications pursuant to the Fiber Network Master Plan as adopted by the City Council on May 5, 2020. Initial installation of fiber optic infrastructure shall be the responsibility of the Developer and shall occur at the time that roadways are constructed unless a mutually agreed upon process is determined in consultation with the City's Information Technology Department.

Resolution No.
[Tentative Subdivision Map and Road Naming]
June 16, 2020
Page 67

PASSED AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 16th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. 20-670-01 (DEVELOPMENT AGREEMENT) BETWEEN THE CITY OF OXNARD, SAKIOKA FARMS AND AMS CRAIG, LLC TO PROVIDE FOR THE ORDERLY DEVELOPMENT OF THE SAKIOKA FARMS BUSINESS PARK SPECIFIC PLAN AREA. LOCATED IN THE SAKIOKA FARMS BUSINESS PARK SPECIFIC PLAN AREA SOUTH OF US 101, EAST OF RICE AVENUE, NORTH OF LATIGO AVENUE, AND COTERMINOUS WITH THE CITY'S EASTERN BOUNDARY (APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, 216-0-030-075). FILED BY SCOTT UHLES, DELANE ENGINEERING, INC., 400 WEST VENTURA BOULEVARD, SUITE 265, CAMARILLO, CA 93010.

WHEREAS, the Sakioka Farms Business Park Specific Plan (Specific Plan) was adopted on June 12, 2012, to provide a development concept for a large master industrial and business park complex within the City boundaries, providing land use flexibility, master planning for public infrastructure including new public rights of way, and land use vision for distinct clusters of activities and provisions for design guidelines and development regulations; and

WHEREAS the Specific Plan establishes the planning concept, design theme, development regulations and administrative procedures necessary to achieve orderly development of the project area; and

WHEREAS on June 12, 2012, the City Council certified an Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA), and the Notice of Determination for the EIR was filed with the State on June 18, 2012; and

WHEREAS the Specific Plan EIR concludes that the Specific Plan would have significant and unavoidable cumulative impacts related to Agricultural Resources, Greenhouse Gas (GHG) emissions, and roadway Noise (City of Oxnard 2011b), and also concludes that the Specific Plan would have less than significant impacts after mitigation with respect to Air Quality, Biological Resources, Hazards and Hazardous Materials, Population and Housing, Public Services, and Transportation, and a less than significant impact with respect to the remaining resources; and

WHEREAS, Sakioka Farms and AMS Craig, LLC owns the 430 acre parcel located in the Sakioka Farms Business Park Specific Plan Area south of US 101, east of Rice Avenue, north of Latigo Avenue, and coterminous with the City's eastern boundary, for the identified parcels APNs 216-0-030-105, 216-0-030-145, 216-0-030-155, and 216-0-030-075); and

WHEREAS, Delane Engineering (the “**Applicant**”) on behalf of Sakioka Farms and AMS Craig, LLC began processing an entitlement with the City of Oxnard on October 7, 2019, for a Tentative Tract Map (initially identified as PZ 18-300-08). The PZ number was subsequently reassigned when the Applicant filed entitlement applications with the City of Oxnard on March 30, 2020 for a Development Agreement (PZ 20-670-01), Tentative Tract Map (PZ 20-300-01), and Road Naming (PZ No. 20-650-01); and

WHEREAS, the Development Agreement does not result in any physical modification to the environment. The Development Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Specific Plan under the Tentative Tract Map. The Development Agreement would provide the following certainties and benefits:

- (a) Provide for public services and infrastructure appropriate and adequate for the development of the Property, per the 2012 Sakioka Farms Business Park Specific Plan,
- (b) Create a Community Facilities District, which provides permanent funding for additional firefighters for Fire Station No. 5,
- (c) Provide for the dedication of land for the future Del Norte/101 Interchange and the extension of Gonzales Road,
- (d) Provide for the conveyance of groundwater rights to the City, and
- (e) Serve the public interest within the City and surrounding region by providing new economic opportunity and potential job creation.

WHEREAS, an approved Development Agreement between the City, Sakioka Farms and AMS Craig, LLC will provide terms regarding vested rights, financial requirements, and establishes the length of the permit entitlements, with operative provisions:

- (a) The Development Agreement is to remain in effect for a term of 15 years,
- (b) The establishment of a Communities Facilities District that would continue in full force and effect for a period of 50 years from the termination or expiration of the DA provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof,
- (c) Developer would have the vested right to develop the Project on the Property in accordance with the Specific Plan,
- (d) Existing fee increases are limited to five years from January 1, 2022 or when the existing fees are increased, whichever occurs first,
- (e) The Developer would be entitled to utilize fee credits that may be transferred by the Developer to buyer or ground lessees of any portion of the Project,
- (f) The Developer would be entitled to apply Northeast Industrial Assessment District in-lieu credits for water, sewer, and street fees,
- (g) Development impact fees would be paid with the issuance of building permits,
- (h) The Developer would comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures for the installation of the detention basin and any other storm water discharge mitigation measures within the Specific Plan area,

- (i) The City will support an expedited processing timeframe for development in the Specific Plan area, and
- (j) The term of any subdivision map or other permits approved as part of the Project approvals shall be commensurate with the term of the DA.

WHEREAS, on November 13, 2019 and April 1, 2020 said Tentative Tract Map was referred to various public utility companies, City departments and the Development Advisory Committee (DAC) for technical review; and

WHEREAS, the Project has been reviewed by the DAC, and the DAC has prepared conditions of approval that are incorporated herein; and

WHEREAS on March 17, 2020, the City Council directed staff to negotiate a Development Agreement with Sakioka Farms and AMS Craig, LLC in relation to the subdivision of the Specific Plan Area; and

WHEREAS on May 5, 2020, the City Council adopted a Resolution No. 15,326 declaring the intent to establish Community Facilities District No. 8 (Sakioka Farms Business Park), to authorize the levy of a special tax and designate certain property for future annexation to the district to finance certain public services, including fire protection services, and if not funded by private property owners, contingent services for maintenance of landscaping within public rights-of-way, drainage facilities, and weed control related to development of the Property; and

WHEREAS, on May 5, 2020, the City's Road Naming Committee reviewed the suggested street names, and provided several alternate names that meet the requirements related to emergency dispatch and applicable translations and pronunciation for Spanish speakers. The proposed names also include a suffix (Drive, Circle, Road, Place) which meets the technical requirements related to road naming. The selected names are:

<u>Site Plan Label</u>	<u>Street Name</u>	<u>Theme</u>
A Street	Sakioka Drive	Historic Landowner Name
B Street	Gravity Circle	Science-Technology
C Street	Synergy Circle	Science-Technology
D Street	Gonzales Road	Continuation Street
E Street	Biology Place	Science-Technology

WHEREAS the general concept and scope of the Project was envisioned in the adopted Specific Plan and studied in the 2012 Specific Plan EIR, the City is able to determine, per CEQA Guidelines Section 15168(c)(2), that the Project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR, and conducted a CEQA Consistency Evaluation that finds the Project is consistent with the 2012 Specific Plan EIR, and no additional studies are necessary; and

WHEREAS the Consistency Evaluation includes additional information to address GHG Emissions per current regulatory standards, and supplies adaptive replacement mitigations related to Fire Service and Water Usage that provide equivalent or improved

measures to what was approved in 2012, and do not change the findings of either the original CEQA document or the Consistency Evaluation; and

WHEREAS, on May 21, 2010, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on May 21, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning Commission conducted an analysis to ensure consistency with the 2012 Specific Plan EIR and found that the Project is consistent with the analysis and mitigations; and

WHEREAS, the Planning Commission found that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work or visit this subdivision in particular; and

WHEREAS, on May 21, 2020, the Planning Commission of the City of Oxnard hereby recommended the City Council approve the Development Agreement retaining a 15-year term for the developer to exercise their vested rights instead of a 20-year term as requested by the developer, based on these findings of fact; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on June 18, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864-65869.5.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Ordinance.

SECTION 2. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Adaptive Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The Planning Commission, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections §15168 and §15162 of the CEQA Guidelines. Pursuant to CEQA Guidelines §15168(c)(4)-(5) and (e), and as demonstrated by the substantial evidence contained in the Consistency Evaluation and the associated administrative record, the City Council finds that the Consistency Evaluation found that the proposed projects are activities covered by and within the scope of the program approved by the 2012 Specific Plan

EIR, the Specific Plan EIR adequately describes the project for purposes of CEQA, and further environmental documentation is not required.

In accordance with CEQA Guidelines §15168 and §15162, the City Council finds that the project would not have effects that were not examined in the Specific Plan EIR because:

- i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
- ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
- iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Adaptive Management Mitigation Monitoring and Reporting Program (May 2020).

SECTION 3: The Consistency Evaluation identifies several adaptive replacement mitigation measures. These adaptive replacement mitigation measures provide equivalent or improved measures to what was approved in 2012, and do not change the findings of the original Specific Plan EIR. The rationale for the Adaptive Replacement Mitigation Measures is as follows:

The 2012 Specific Plan EIR calls for a dedication of 1.5 acres of land for a Fire station near Rice Avenue and the easterly extension of Gonzales Road to address the new development anticipated by the subdivision for the area. As city policy has progressed and with improved technology to aid response times, the adaptive replacement mitigation more accurately addresses the need for fire services by providing funding for additional fire personnel instead of dedicated land for an additional fire station.

The 2012 Specific Plan EIR calls for inclusion of recycled water in any project in the Specific Plan Area. In 1999, the City created the multi-faceted Groundwater Recovery And Enhancement Treatment (GREAT) program to improve water sustainability. The GREAT program addresses multiple sources of reducing water demand and means of replenishing the local aquifer. The adaptive replacement mitigation N-1, N-2, N-12 and N-13, require Developer participation in the GREAT program, dedication of water rights, and purchase of City water as more effective sustainability measures than mitigations requiring a recycled water program.

The City Council finds the City policies and adaptive mitigation measures are not considerably different from those in the Specific Plan EIR and would not substantially reduce one or more

significant effect on the environment as in accordance with CEQA Guidelines §15162(a)(3)(D).

SECTION 4. The City Council finds:

Finding 1: The Development Agreement enables development which is consistent with the following select goals and objectives of the City’s General Plan (the City Council Staff Report of June 18, 2020, and associated attachments, which includes the Planning Commission Staff Report Attachment E that contains a comprehensive General Plan Consistency Analysis).

2030 General Plan		Level I	Level II	Rationale
Policy CD-1.10	<i>Jobs-Housing Balance</i> Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	X		The buildout of the Project area was included in a Vacant Land Study conducted in 2008. The 2005 Oxnard jobs-housing balance (JHB) was 1.19 jobs per household. Between 2005 and 2035, the 2008 Vacant Land Study estimated that Oxnard would add about 11,500 households and 37,850 jobs resulting in a 2035 JHB of 1.13, still within the acceptable JHB range (1.10 - 1.34 jobs per household).
Policy CD-5.1	<i>Industrial Clustering</i> Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.	X		The Project area is a 430-acre area that would develop up to 8.5 million square feet of commercial, business research, and light industrial uses. Municipal services are available to serve the development. The project site has access to both the freeway / road and rail infrastructure to handle goods movement without dividing existing neighborhoods. New roads are designed to support multi-modal transportation options. The project addresses the Specific Plan EIR mitigations to install traffic improvements.
Policy CD-5.3	<i>Available Services</i> Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation..	X		
Policy CD-5.5	<i>“Green” Major Transportation Routes</i> Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the	X		

	transportation network or dividing existing neighborhoods.			
Policy CD-8.5	Impact Mitigation Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		Per CEQA Guidelines Section 15168(c)(2), the 2020 CEQA Consistency Evaluation finds the project is consistent with the previous analysis and findings of the 2012 Specific Plan EIR.
Policy CD-16.5	Industrial and Commercial Development Standards Require high quality development standards that increase the efficient use of existing industrial and commercial development areas so as to preserve agricultural land and minimize adverse environmental impacts.	X		The Project is bound to follow the Sakioka Farms Business Park Specific Plan which includes architectural and landscape standards suitable for industrial and commercial development.
Policy ICS-1.2	Development Impacts to Existing Infrastructure Review development proposals for their impacts on infrastructure (i.e., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	X		Project Includes development of new public infrastructure. The project, and any future projects on the site will pay a range of required impact fees to the City, County, and school districts for various public facilities. The Specific plan addressed dedication of land for a fire station, and the Project includes a Development Agreement clause and adaptive replacement mitigation measure to provide permanent funding for three additional fire personnel.
Policy ICS-1.3	Funding for Public Facilities Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	Infrastructure Conditions of Approval New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible	X		

	measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.			
Policy ICS-2.3	Connector Road(s) to Camarillo Feasibility Initiate a feasibility study for connecting Gonzales Road and/or Del Norte Boulevard eastward to Camarillo as an emergency route and as mitigation to offload traffic from State Highway 101 between the two cities.	X		The Project map has been designed to accommodate a future extension of Gonzales Road eastward to Camarillo.
Policy ICS-2.12	Gateway Enhancements Continue to enhance gateways (including but not limited to Ventura Road, Oxnard Boulevard, Vineyard Avenue, Rose Avenue, Rice Avenue, Del Norte Boulevard, Highway-101, Highway 1, Fifth Street, Channel Islands Boulevard, Pleasant Valley Road, Harbor Boulevard, Victoria Avenue and Hueneme Road).	X		The 30 ft. landscape setbacks along Del Norte Boulevard and Rice Avenue preserve existing views and vistas along Rice Avenue and Del Norte Boulevard, which are both designated as scenic corridors.
Policy ICS-3.1	CEQA Level of Service Threshold Require level of service “C” as the threshold of significance for intersections during environmental review.	X		Project Includes development of new public infrastructure. The project, and any future projects on the site will construct traffic improvements and / or pay impact fees to the City for various traffic improvements.
Policy ICS-3.3	New Development Level of Service C Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of “C” or better. The City Council may	X		

	allow an exception to level of service “D” in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.			
Policy ICS-7.1	Require Transportation Demand Management Programs (TDM) Consider requiring TDM programs with preferred parking, car pool and van pool vehicles, and ride sharing where feasible and appropriate.	X		A Specific Plan-wide TDM program is to be prepared within one year of the recordation of the first Final Tract Map and implemented on a phase by phase basis thereafter. The TDM program shall incorporate best and commonly used trip-reduction incentives, programs, and practices found in TDMs of similar projects in terms of allowed uses, size, and transportation and transit service context
Policy ICS-11.3	GREAT Program Implementation Continue to implement the GREAT Program as the key program for the City’s short and long term water supply	X		Project complies with the City’s GREAT program and water sustainability policies. Project landscaping meets City and State water-conservation requirements.
Policy ICS-11.6	Water Conservation and/or Recycling Connection as Mitigation Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to recycled water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.	X		
Policy	Water Wise Landscapes	X		

ICS-11.7	Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new landscaping.			
Policy ICS-12.6	Timing of Future Development Impose conditions in order to ensure adequate wastewater capacity for proposed new development.	X		Prior to recordation of the final map, the developer/project applicant shall enter into an agreement with the City which specifies the funding mechanism for all wastewater conveyance facilities.
Policy ICS-13.3	Stormwater Detention Basins Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	X		Where feasible Project meets City and Watershed Protection District requirements and incorporates LID features.
Policy ICS-13.4	Low Impact Development Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	X		
Policy ICS-20.5	Fire Services to New Development Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	X		The project includes permanent funding of three fire personnel. New infrastructure right of way is designed to support emergency access.
Policy ICS-20.7	Adherence to City Standards Ensure that water main size, water flow, fire hydrant spacing,	X		

	and other fire facilities meet City standards.			
Policy ICS-20.8	Development Review Review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.	X		
Policy ICS-20.10	Adequate Emergency Access and Routes Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	X		

Finding 2: The Development Agreement will address the Specific Plan EIR Mitigation Measure M.1-1 with an adaptive replacement mitigation that requires the Developer to provide permanent funding for fire personnel for the term of the Development Agreement. Prior to approval of the project, and as a condition for approval of the Development Agreement, the developer will need to form a Property Owners Association (POA) with a Community Financing District (CFD) to finance certain public services, including fire protection services (the “Fire Protection Services”), and, if not funded by a private Property Owners Association, or similar entity, the maintenance of landscaping, drainage facilities, weed control as approved at an election held within the boundaries of the District.

Finding 3: The Development Agreement allows for implementation of the Sakioka Farms Business Park Specific Plan which anticipates a total of 8,500,000 square feet of overall development activities consisting of 5,500,000 square feet of industrial uses and 3,000,000 square feet of business and research uses which is anticipated to maintain and increase net fiscal gains to the City resulting from both the construction and use of the Project area. Additionally, development of this land provides for a significant increase in tax revenues.

SECTION 5. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-01 (Development Agreement), contained in Exhibit 1 to this Resolution.

SECTION 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No _____ was first read on June 16, 2020, and finally adopted on July 7, 2020, to become effective thirty days thereafter.

SECTION 7. The City Clerk shall certify the adoption of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made in Ventura County, California as of _____, 2020 by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and SAKIOKA FARMS, a California general partnership and AMS CRAIG, LLC, a Delaware limited liability company (collectively, the "Developer"). The City or Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 (the "Development Agreement Statute") and City Council Resolution No. 10,488 to enter into binding development agreements with persons or entities owning legal or equitable interests in real property located within the City.

B. Developer is the owner of that certain real property in the City of Oxnard, County of Ventura (the "County") more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with the Development Agreement Statute in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

D. The development project (the "Project") which Developer seeks to develop on the Property may consist of up to 8,500,000 square feet of overall development for business and research park uses, and light industrial and commercial uses, all in accordance with the Sakioka Farms Business Park Specific Plan previously adopted by the City Council.

E. In conjunction with the approval of the Specific Plan and in accordance with the California Environmental Quality Act and State and City guidelines, the City Council certified a final environmental impact report for the Project.

F. The City and Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

G. This Agreement will benefit the City and Developer by:

1. eliminating uncertainty in planning and providing for the orderly development of the Project;
2. permitting the high quality development of the Property;
3. providing for significant employment growth in the City resulting from both the construction and use of the Project;
4. providing for significant increase in tax revenues from the Project;
5. allowing installation of necessary improvements that benefit the Project, the City and the region;
6. providing for public services and infrastructure appropriate and adequate for the development of the Property;
7. upon the creation of the mandated Community Facilities District, provides for the permanent funding for additional firefighters for Fire Station No. 5;
8. eliminating the uncertainty about the validity of specific exactions to be imposed by the City;
9. providing for the dedication of land for the Del Norte/101 Interchange;
10. providing for the dedication of land for the extension of Gonzales Road;
11. providing for the conveyance of groundwater rights to the City; and
12. serving the public interests within the City.

H. The Planning Commission of the City (the "Planning Commission") and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Agreement are consistent with the City of Oxnard General Plan for development within the City, City zoning ordinances, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

I. On _____, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Agreement.

J. Developer and the City have determined that the development of the Project in accordance with the Existing Project Approvals (defined in Section 1.8 below) and Applicable

Rules (defined in Section 1.2 below) is a development project for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project, ensure progressive installation of necessary improvement, provide for public services appropriate to the development of the Project and otherwise achieve the goals and purposes of the Development Agreement Statute. In exchange for these benefits the City agrees to provide Developer with the assurance that Developer may proceed with the development of the Project in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

1. Definitions.

1.1 "Applicable Fees" shall mean (subject to Section 4.2 of this Agreement) only those fees and fee programs set forth within the Applicable Rules and uniformly applied to all development projects within the City that may be charged to Developer, the Property, or the Project with respect to the development of the Property, impacts related to the Project, and the processing of development-related applications, and the issuance of permits.

1.2 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan (as defined below), City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental consideration, grading requirements, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code Section 17922 and 17958.5.

1.3 "City Council" shall mean the City Council of the City.

1.4 "City Manager" shall mean the City Manager of the City.

1.5 "Discretionary Actions" and "Discretionary Approvals" means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from administrative permits and approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with the Applicable Rules.

1.6 "Effective Date" means the date on which the ordinance approving this Agreement as required by Government Code Section 65867.5 becomes effective.

1.7 "Existing Fees" shall have the meaning set forth in Section 4.2 of this Agreement.

1.8 "Existing Project Approvals" means the following:

(a) On June 12, 2012, pursuant to the California Environmental Quality Act and the State Guidelines, the Planning Commission of the City ("Planning Commission"), by Resolution No. _____, certified the Sakioka Farms Business Park Specific Plan Final EIR identified as EIR No. ____, State Clearing House No. 2002071070, for the _____ Specific Plan.

(b) On _____, 2012, the Planning Commission by Resolution No. _____, recommended to the City Council of the City ("City Council"), adoption of the Specific Plan. Consistent with the General Plan, the Specific Plan provides for a total of 8,500,000 square feet of overall development consisting of business and research park and light industrial uses and related industrial and commercial service centers.

(c) On June 12, 2012, the City Council by Resolution No. 14,235 made findings of fact and adopted the Adaptive Management Mitigation Monitoring and Reporting Program and incorporated as Section 7 into the Specific Plan (the "MMRP").

(d) On June 12, 2012, the City Council adopted the Specific Plan.

(e) On _____, 2020 the City Council by Resolution No. _____ approved Tentative Tract Map No. ____ (the "Tentative Map").

(f) On _____, the Development Services Director of the City approved certain administrative changes to the Specific Plan.

1.9 "Financing District" means a community facilities district formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code section 53311 et seq.), an assessment district formed pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 et seq.), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.10 "General Plan" means the City of Oxnard 2030 General Plan adopted in October of 2011 and updated in December of 2016.

1.11 "Periodic Review" shall have the meaning assigned to such term in Section 11.1.

1.12 "Planning Commission" shall mean the Planning Commission of the City.

1.13 "Project" shall mean that development contemplated pursuant to the Existing Project Approvals.

1.14 "Project Area" shall mean the ± 430 acres comprising the Property as depicted in the Specific Plan.

1.15 "Specific Plan" shall mean the Sakioka Farms Business Park Specific Plan.

1.16 "Subsequent Applicable Rules" means any change in, or addition to, the Applicable Laws adopted or becoming effective after the Effective Date which, other than as provided for in this Agreement, would govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project and Property.

2. Term of Agreement. This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of fifteen (15)[20]¹ years, unless the term is modified by mutual written consent of the City and Developer. If, on or before the end of the term of the Agreement Developer is still in the process of developing the Property, Developer may submit a written request to the City Manager requesting an extension of the term of the Agreement. Such request shall include a summary of the specific development that has occurred on the Property and a projected schedule for the completion of the Project. Upon the Developer's submission of the summary, along with any additional reasonable detail requested by the City Manager, the City Manager shall determine, in his or her reasonable discretion, whether the term of the Agreement should be extended. Such determination shall be based upon Developer's implementation of and compliance with the provisions of the Specific Plan and this Agreement, and the effect of such extension upon the fiscal welfare of the City. If the City Manager extends the Agreement, such extension shall be until the Project has been completed, but not to exceed an additional ten (10) years. Upon the expiration of the term, this Agreement shall be deemed terminated and have no further force and effect except for Section 6 of this Agreement regarding Financing District shall continue in full force and effect for a period fifty (50) years from the termination or expiration of this Agreement provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

3. Vested Right to Develop the Project. Subject to Section 3.4 below and the Applicable Rules, the City hereby grants to Developer the vested right to develop the Project on the Property in accordance with the Existing Project Approvals to the extent and in the manner provided in this Agreement.

3.1 Subsequent Applicable Rules. Subsequent Applicable Rules shall not be applicable to or binding upon the Project unless the Subsequent Applicable Rules represent an exercise of the City's Reserved Powers (defined in Section 3.4 below) or are otherwise expressly allowed by this Agreement or are consented to in writing by Developer. The City shall not require Developer to obtain any approvals or permits for the development of the Project other than those permits or approvals which are required by the Applicable Rules and the Existing Project Approvals. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

¹ *Developer seeks a term of 20 years.*

3.2 No Conflicting Enactments. Subject to Section 3.4 of this Agreement, neither the City nor any agency of the City shall enact rules, regulation, ordinances or other measures which limit or control the rate, timing, phasing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement or the Existing Project Approval.

3.3 Moratorium or Initiative Measures. Subject to Section 3.4 of this Agreement, Developer and the City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent with or conflicts with this Agreement.

3.4 Reserved Powers. Subject to the terms and conditions of this Section 3.4, this Agreement shall not preclude the application to the Project of Subsequent Applicable Rules by the City's exercise of its Reserved Powers. As used in this Agreement, "**Reserved Powers**" shall mean the rights and authority expressly excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. Pursuant to this Agreement, the Reserved Powers refer to the power of the City to enact and implement after the Effective Date the Subsequent Applicable Rules which fall within one of the categories described in this Section 3.4 (a) through (e) below:

(a) Federal or State Laws. The City reserves the right to enact Subsequent Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations ("**State/Federal Laws**") which preempt local jurisdiction, including, without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes and any safety regulations, but such modifications shall be made only to the extent required thereunder.

(b) Public Health Concerns. The City Council determines after a noticed public hearing and by substantial evidence that the failure to impose the Subsequent Applicable Rules would place residents of the City in a condition dangerous to their health or safety, and (1) the condition cannot be mitigated in a reasonable manner with respect to the development of the Property and Project except through imposition of such Subsequent Applicable Rules; (2) such Subsequent Applicable Rules are applied only during such time that such dangerous conditions exists; and (3) such Subsequent Applicable Rules are applied consistently and evenly throughout the City.

(c) New Engineering and Construction Standards. The City expressly reserves the right to adopt Subsequent Applicable Rules governing engineering and construction and grading standards and specifications including, without limitation, changes to State Uniform Codes applicable to building, plumbing, mechanical, electrical or fire standards, including local amendments to the State Uniform Codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applicable to all new development projects of a similar type as the Project within the City.

(d) Emergency. The City reserves the right to adopt Subsequent Applicable Rules in response to documented emergency situations, as properly declared by the President of the United States, the Governor of California, the Mayor of the City or the City Council, the City Council may adopt reasonable, temporary regulations affecting the Property, provided (1) the City Council determines by substantial evidence that the failure to impose those temporary regulations would place residents of the City in a condition dangerous to their health or safety; (2) such temporary regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Property once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

3.5 Legal Challenges. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event of any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with Developer to indemnify the City pursuant to Section 18.13 of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. Development Impact, Processing and Other Fees.

4.1 Limitation Upon Increases in Certain Existing Fees for Five Years From Start Date. The Parties acknowledge and agree that the City is in the process of updating a number of its development impact fees. Starting January 1, 2022 or at such earlier time that the City has updated the Existing Fees (as that terms is hereafter defined) (hereafter, the “**Fee Start Date**”), the Existing Fees shall be fixed for a period of five (5) years for the Project (the “**Fixed Fee Period**”). The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency. For purposes of this Agreement, Existing Fees are limited to the following development impact fees: Growth Requirement Capital Fees; Planned Drainage Facilities Fees; Planned Traffic Circulation Facilities Fees; Planned Wastewater Facilities Fees and Planned Water Facilities Fees (collectively, the “**Existing Fees**”). Any new City fees, exactions or charges or increases in Existing Fees that take effect after the Fee Start Date and are similar to the Existing Fees in that they offset or reimburse the City for the increased costs on the City’s public improvements due to development, shall not be applied to the Project, the Property or Developer during the Fixed Fee Period. After the expiration of the Fixed Fee Period, any new City fees, exactions or charges or increases in Existing Fees shall only be applicable to the Project if adopted in compliance with the Mitigation Fee Act, Government Code Section 66000 et. seq. and applied consistently and proportionately in accordance with applicable law.

4.2 Transfer of Fee Credits. To the extent that Developer is entitled to utilize fee credits pursuant to the Applicable Rules (“**Fee Credits**”), the Fee Credits may be transferred by Developer to buyer or ground lessees of any portion of the Project, and upon

written request, the City will provide written confirmation to any buyer or ground lessee of the Fee Credits which may be applied by the buyer or ground lessee. The City shall make no deductions from the Fee Credits except as specifically requested in writing by Developer in order to ensure that the Fee Credits are properly credited to parcels and developments in the Project for which such credits are specifically intended and that previously issued credits (e.g. NIAD Credits) are applied prior to the utilization of future Fee Credits earned by Developer pursuant to this Agreement.

4.3 Northeast Industrial Assessment District In Lieu Credits. Developer shall be entitled to apply the in-lieu credits set forth on the Schedule attached hereto as Exhibit "C" (the "NIAD Credits") to the payment of the related Applicable Fees. Available NIAD credits are as follows:

Water In Lieu Credit	\$547,046.46
Sewer In Lieu Credit	\$698,858.94
Street In Lieu Credit	\$1,516,251.46

Developer earned the NIAD In-Lieu Credits as a result of Developer's payment of \$7,340,272.00 in assessments as its participation in the Northeast Industrial Assessment District. If any portion of the NIAD Credits have not been applied against development impact fees legally imposed on the Project, then the City shall reimburse Developer for the remaining balance of the NIAD Credits no later than one hundred twenty (120) days after the issuance of the final certificate of occupancy for the Project.

4.4 Timing of Payment of Applicable Fees. City and Developer agree that notwithstanding anything to the contrary set forth in the MMRP, development impact fees applicable to the Project shall not be required to be paid with the recordation of any Final Map but rather with the issuance of building permits.

4.5 Processing Fees. Nothing in this Section 4 shall limit City Council's power to impose reasonable increases upon fees which reimburse City for the cost of processing development applications or reimburse City for the cost of building inspection or plan checking to the extent that any such fee increase is applied consistently and proportionately throughout the City in accordance with the Mitigation Fee Act, Government Code Section 66000 et. seq.

5. Developer Obligations.

5.1 Project Infrastructure Improvements. Developer acknowledges and agrees that, as part of the development of the Project, the Developer will be required to construct specific improvements required by the Existing Project Approvals, construct specific roadways and rights-of-way improvements indicated in the Specific Plan and the EIR, and dedicate said roadways and rights-of-way at no cost to the City (the "**Project Infrastructure Improvements**"). Some of the Project Infrastructure Improvements shall be eligible for reimbursement pursuant to Section 5.3.

5.2 Additional Traffic Mitigation. If traffic studies for one or more future phases of the Project indicate that additional mitigation measures are required to address the impact of the future phase upon traffic due to, among other reasons, the trip generation cap will

be exceeded, there is an increase in square feet permitted by the Existing Project Approvals and/or there is a reallocation of square footage from one planning area to another, Developer may be required to pay additional traffic impact fees and/or or construct additional transportation infrastructure improvements to the extent necessary to mitigate such impacts (“**Additional Traffic Mitigation**”). Except for the Additional Traffic Mitigation, the City shall not condition the approval of any development project in the Project upon the construction of additional transportation infrastructure improvements for the Project.

5.3 Application of Fees/Credit or Reimbursement for Infrastructure Improvements. For infrastructure improvements which are eligible for reimbursement, Developer shall be reimbursed pursuant to City Resolution No. 10,272 of the City of Oxnard ("A Resolution of the City of Oxnard Establishing a Policy Concerning Credit In Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems") attached hereto as Exhibit “E” and the Development Services Department Master Planned Improvement Reimbursement Policy, dated July 6, 2010 and updated March 15, 2017 attached hereto as Exhibit “F”(collectively, the “Reimbursement Policy”) subject to the following modifications to the Reimbursement Policy: (a) Developer shall not be required to accept Fee Credits for the reimbursable costs and instead shall be entitled to reimbursement from the City of the reimbursable costs from traffic impact fees paid by other developers with the issuance of building permits for development within the Project; and (b) notwithstanding the payment terms of the Reimbursement Policy, Developer shall be paid the entire amount of the reimbursable costs within sixty (60) days after the project is completed and Developer has submitted to the City the items required to be submitted to the City pursuant to the Reimbursement Policy (the “Payment Date”).

5.4 Traffic Mitigation Measures. For the transportation and traffic improvements described as mitigation measures in Section I in the Transportation/Traffic Mitigation Measures of the EIR (the "**Fee Funded Infrastructure Improvements**"), the Developer's payment of applicable City impact fees in the amount agreed to by the City and Developer satisfies in full the action required by Developer as it relates to City in connection with the implementation of the Transportation/Traffic mitigation measures based upon the development of the Project pursuant to the Specific Plan and the trip generation cap. This section in no way limits the amount of traffic impact fees and mitigation measures that may be imposed by the County of Ventura or the State of California on the Project or any portion thereof.

5.5 Dedication of Land. Developer agrees to dedicate land within the Property for the public uses described in this Section 5.5:

(a) Gonzales Road Extension. Developer agrees to dedicate to the City the land required for the extension of Gonzales Road as shown in the Circulation Plan of the Specific Plan (the "**Gonzales Road Extension**"). Based upon the configuration of the current tentative tract map for the Project, Developer shall make such dedication as part of the development of Phase Two or Phase Three of the Project.

(b) Del Norte/101 Interchange Transfer. The final map to be recorded for the entire Property (the “**Final Map**”) designates a portion of the Property

comprising approximately 1.5 acres to be dedicated to Cal Trans for the future interchange of Del Norte Boulevard and the 101 Freeway (the “**Del Norte/101 Interchange**”) based upon preliminary studies prepared by Cal Trans (the “**Existing Interchange Design**”). Upon recordation of the final map for the phase of the Project adjacent to the Del Norte/101 Interchange or such earlier time that Cal Trans or the City commences construction of the Del Norte/101 Interchange, Developer shall make an irrevocable offer of dedication of the portion of the Property reasonably required to satisfy the then current interchange design requirements of Cal Trans for the Del Norte/101 Interchange at the time the dedication is made (the “**Dedicated Land**”) but in no event more than three (3) acres (the “**Maximum Dedication**”). If after the dedication is made, Cal Trans or the City require more of the Property than the Dedicated Land, for the Del Norte/101 Interchange, including, without limitation, a modification of the alignment for the Del Norte/101 Interchange or material changes to the Existing Interchange Design, Developer reserves the right to seek compensation for the additional land required by Cal Trans or the City which is in excess of the Dedicated Land.. Notwithstanding any language in this Section 5.5(b) to the contrary, the three-acre Maximum Dedication shall only apply for a period of fifteen (15) years from the effective date of this Agreement. If the Developer has not made the irrevocable offer of dedication contemplated by this Section 5.5(b) within 15 years from the effective date of this Agreement, then the Maximum Dedication that Developer shall be required to dedicate at no cost to Cal Trans or the City for the amount of land reasonably needed for the Del Norte/101 Interchange shall not exceed four and 7/10 (4.7) acres. Such dedication shall occur upon recordation of the final map for the phase of the Project adjacent to the Del Norte/101 Interchange or at such time that Cal Trans or the City commences construction of the Del Norte/101 Interchange, whichever occurs first.

(c) Dedication of Groundwater Rights. Developer acknowledges and agrees that the conveyance of water rights associated with the Property at no cost to the City is necessary for the City to provide potable water services to the Property at the time of development. Developer agrees that it shall not convey the water rights associated with any portion of the Property to any third party. The City and Developer acknowledge that the Property is currently being used for agricultural uses. Developer intends to continue to use the Property for such purposes until the Property is developed in accordance with the Specific Plan. The City agrees that Developer shall not be required to grant to the City groundwater rights association with a specific portion of the Property while Developer is continuing to use that specific portion of the Property for agricultural uses. The City further acknowledges that any conveyance by Developer of groundwater rights to the City shall occur in phases as the Property is developed. Until such time, Developer shall retain all groundwater rights relating to the undeveloped portion of the Property that existed as of January 1, 2020.

(d) No Other Dedications, Easements or Other Conveyances of Property for Public Use. Except as set forth in this Section 5.4, Developer shall not be required to dedicate, transfer, grant easements or otherwise convey any other portion of the Property or interest therein to the City for public uses or any other purposes except the circulation and utility infrastructure required to be installed by Developer within the Project Area pursuant to the Specific Plan.

5.6 Storm Water Detention. Developer shall comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control

Measures for the installation of the detention basin and any other storm water discharge mitigation measures within the Project. The new development requirements of Order No. R4-2009-0057 ("MS4 Permit") shall not apply to the Project, because the Project satisfies one or more of the exceptions set forth in the Technical Guidance Manual for Storm Water Quality Control Measures applicable to the MS4 Permit.

6. Financing District.

6.1 Formation. Developer acknowledges and agrees that a Financing District covering all of the Property must be formed prior to any of the following events occurring: the recording of a final map over any portion of the Property; a lot line adjustment affecting any portion of the Property; the recordation of a parcel map over any portion of the Property; and/or the conveyance of any portion of the Property to any entity other than the entities comprising Developer.

6.2 Purpose of Funds. The Financing District shall include specific language in its formation documents imposing the obligation to pay the City an annual amount equal to the full cost of three Oxnard firefighters (including base salary and all benefits plus annual increases in such compensation), with such obligation triggered at such time that building permits have been issued and construction has started on development totaling a minimum of 1.5 million square feet on any portion of the Property. The Parties agree that the initial annual cost for the three firefighters shall be Three Hundred Thousand Dollars (\$300,000) a year. The annual cost of three firefighters (including base salary and all benefits) shall be allocated among the parcel(s) within the Property based upon the amount of acreage on each parcel within the Property as compared to the total net acreage within the Property (i.e., not included public roads, rights-of-way and other public property). The City shall not be liable for the financial obligations of the Financing District. The Financing District shall also include specific language in its formation documents providing for the "back up" funding of the maintenance of certain public improvements required to be constructed on the Property; provided, however that the Financing District shall impose assessments or special taxes for the maintenance of the public improvements only in the event the owner's association fails to maintain such public improvements in accordance with the City's requirements.

6.3 Fire Station. The Parties agree that the formation of a Financing District that includes the obligation to pay for the annual cost of three firefighters (including benefits) is in lieu of the Specific Plan's obligation for Developer to dedicate a 1.5 acre site near Rice Avenue and the easterly extension of Gonzales Road for a new fire station site and that such obligation fully mitigates the impact of the Project upon the City's fire services; provided, however, that the Parties acknowledge and agree that the development of the Property with residential uses and/or schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings and other high life hazard or large fire potential occupancies will, subject to the Fire Chief's determination, trigger additional obligations that are above and beyond the obligations imposed by this Section based upon the specific uses that are added to the Property or any portion thereof.

6.4 Survival Period. Notwithstanding any language in this Agreement to the contrary, the obligation for the Developer (including its successors in interest and assigns) to pay

and the Financing District to impose assessments or special taxes for the annual cost of firefighters (including benefits) shall survive the termination or expiration of this Agreement and shall continue for an additional fifty (50) year period provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

6.5 Developer Support. On behalf of itself and its successors and assigns, Developer agrees to:

(a) Support the formation of the Financing District consistent with this Section 6;

(b) Not to initiate, support in any way and/or seek to repeal the Financing District once it is formed; and

(c) Not to initiate, support in any way and/or seek to reduce the amount of assessments and/or special taxes imposed by the Financing District to pay for the cost of the three firefighters.

7. Implementation and Development of the Project.

7.1 Permitted Uses. Developer agrees that Property shall only be developed in accordance with the Specific Plan and the conditions and mitigation measures imposed on the Project through the certification of the environmental documents for the Project. Notwithstanding anything set forth in the Agreement to the contrary, unless Developer proceeds with the development of a phase of the Project in which event Developer shall be obligated to install all Project Infrastructure Improvements applicable to such phase, Developer is not obligated by the terms of this Agreement to develop or install Project Infrastructure Improvements applicable to future phases of the Project unless such Project Infrastructure Improvements are needed to address the impacts of the development of that phase.

7.2 Development Standards. All development, construction, improvement and design requirements and standards applicable to the Project shall conform to the Specific Plan and the Applicable Rules consistent therewith. To the extent there is any conflict between the Specific Plan and the Applicable Rules, the Specific Plan shall govern.

7.3 Subsequent Approvals and Expedited Processing. Subject to the provisions of this Section, City and Developer shall cooperate to expedite the development design review process, the building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for developments to be located within the Project Area as outlined in the Specific Plan (Chapter 3.0 - Implementation). Review of any application through any expedited process as provided by this subsection shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first. In furtherance thereof, Developer and the City agree to comply with the following expedited processing requirements:

(a) If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay to the City a deposit fee equal to one hundred fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("**Expedited Plan Check Fee**").

(b) Once a consultant is selected or City staff identified. City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan Check: City shall provide complete comments and markup within 21 working days of submittal of a complete package.

Second Plan Check: City shall provide complete comments and markup within 21 working days of submittal of a complete package that responds to all markups and comments.

Any subsequent Plan Check: City shall provide complete comments and markup within 10 working days of submittal of a complete package that responds to all markups and comments.

Upon completion of plan check review, the City shall calculate and provide permit fees to the Developer within 10 (ten) working days of plan set approval.

(c) Should City determine, in its reasonable discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff. retaining an outside consultant or any combination thereof in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee or have no further obligation to expedite review as set forth herein.

7.4 Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

7.5 Phasing.

(a) The City and Developer acknowledge that Developer cannot predict when or in what order the Project will be developed. Such decisions depend upon numerous factors which are not within the control of Developer including, but not limited to, market orientation and demand, interest rates, competition and similar factors beyond the control of Developer. Developer shall have the discretion to develop the Project in phases and in such order as Developer deems appropriate within the exercise of its subjective and independent business judgment. Specifically, City and Developer agree that Developer shall be entitled to apply for and receive permits, maps, certificates of occupancy and other entitlements to use at any time that this Agreement is in effect, provided that such actions are in accordance with the Applicable Rules. Because the California Supreme Court held in Pardee Construction Co. vs. City of Camarillo, 37 Cal.3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, the parties herein intend to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation) to develop the Project in such order and at such rate and at such time as Developer deems appropriate within the exercise of its subjective business judgment.

(b) The Project Area will be developed in various phases over the next several years. In order to accommodate the anticipated intermittent development patterns, all required circulation infrastructure and community improvements to accommodate each new development of the Specific Plan shall be completed prior to, or simultaneously with, individual projects. The Specific Plan Planning Areas as described on the Phasing Matrix (Exhibit 4.32) of the Specific Plan may be further divided into subareas to better reflect the anticipated development pattern and infrastructure improvement phasing. The Phasing Plan presents a schedule of project development based on an incremental installation of infrastructure improvements. The Phasing Plan recognizes that the Project Area is presently vacant with few infrastructure improvements. The development phasing schedule has been prepared to provide that adequate public facilities and services will be available for each new project.

7.6 Extension of Maps and Project Approvals. In accordance with Government Code section 66452.6, subd. (a) and Government Code section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

7.7 Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code section 66473.7, to the extent that this code section is applicable to that tentative map.

7.8 Property Acquisition for Improvements. Developer shall have no obligation to acquire any right(s)-of-way necessary to construct any improvements outside the Project Area. It shall be the City's responsibility to take such actions as are necessary and consistent with State law to acquire such right(s)-of-way. City may, and where needed shall, use its powers of eminent domain to condemn such right(s)-of-way. Nothing contained in this Section shall be deemed to constitute a determination or resolution of necessity by City to initiate condemnation proceedings.

8. Public Services for the Project. The City hereby acknowledges and agrees that when the Infrastructure Improvements called for by the Specific Plan and the mitigation conditions of the EIR for the Project has been completed, the City will have sufficient capacity in its existing infrastructure, services and utility systems for: traffic circulation; sewer collection, sewer treatment and sanitation service; water treatment, distribution and service; and drainage to accommodate the Project. The City has analyzed the existing and projected water needs for the areas served by the City and has determined that when Developer has dedicated to the City the water rights associated with each phase of Project, the City will have the necessary water supplies available to properly serve that phase of the Project. To the extent that the City renders such services or provides the utilities referenced in this Section, the City hereby agrees to timely grant or issue hookups or service to all development in the Project after Developer has conveyed at no cost to the City the water rights associated with that portion of the Property associated each phase of the Project and Developer requests such hookups and services; provided, however, the City may delay the granting of requested additional water hookups for the Project provided that all of the following conditions precedent occur: (a) after a duly noticed public hearing, the City Council imposes a ban on all new water hookups in the City, except for a ban on emergency hookups, legally mandated hookups, hookups for essential public purposes, and pass-through hookups used solely to convey emergency water through the City to another public entity or public water provider; (b) after a duly noticed public hearing, the City Council makes findings, which are supported by substantial evidence, that the granting of additional water hookups in the Project would have a significant adverse impact on the public health and safety.

9. Cooperation in Relocation of Utilities. To facilitate the development of the Project, which will benefit the entire City, the City agrees to cooperate in the relocation of utilities on or adjacent to the Project Area, which are reasonably necessary to develop the Property pursuant to the provisions of the Specific Plan, provided that such cooperation is at no cost or expense to the City. Such cooperation shall include, but not be limited to, the City serving as the applicant in any such relocation matters, where appropriate.

10. Compliance Review.

10.1 Periodic Review. Pursuant to Government Code Section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not Developer is in full compliance with the terms of this Agreement (the "Periodic Review").

10.2 Review Procedure. During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non Compliance" to Developer specifying the grounds therefore and all facts demonstrating such non compliance. Developer's failure to cure the alleged non-compliance within ninety (90) days after receipt of the notice, or, if such noncompliance is not capable of being cured within ninety (90) days, Developer's failure to initiate all actions required to cure such non-compliance within ninety (90)

days after receipt of the notice, shall constitute a default under this Agreement on the part of Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

10.3 Termination or Modification for Non-Compliance. Pursuant to Government Code Section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code Section 65865.1 in addition to any other notice required by law. Additionally, the City shall give Developer written notice of its intention to terminate or modify this Agreement and shall grant Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

11. Modification. Amendment or Cancellation by Mutual Consent. Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code Section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code Section 65867.5.

12. Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and Developer, may be assigned by either the City or Developer to any party or parties purchasing all or any part of the Property or any interest therein pursuant to the provisions of this Section 12. The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, Developer shall present such information to the City as will reasonably demonstrate to the City's satisfaction that the proposed assignee (the "**Assignee**") has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the Assignee will assume. The City shall have the right to approve the proposed Assignee, provided that the City's approval may not be unreasonably withheld. The City shall approve or disapprove of the proposed Assignee in writing the proposed Assignee within thirty (30) days after receipt of the Assignee's information. If the City does not approve the Assignee, the City shall deliver notice to Developer of the reasons for the City's disapproval of the Assignee. Once such approved assignment or succession has occurred and the Assignee has agreed to accept the applicable obligations under this Agreement, Developer shall be released from its obligations under this Agreement assumed by the Assignee with respect to the Property, or portion thereof, so transferred. Upon the completion of any phase or tract of development of the Project as reasonably determined by the City, the City shall release that completed phase or tract from further obligations under this Agreement except as to Section 6 of this Agreement. The release of a completed phase or tract from further obligations under this Agreement does not release that phase or tract from any applicable and duly executed and recorded conditions, covenants and restrictions or any on-going environmental mitigation measures that are a specific obligation of that completed phase or tract, as required by applicable Project environmental documents.

13. Defaults Notice and Cure Periods, Events of Default and Remedies.

13.1 Default By Developer

(a) If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Section 13.2 of this Agreement, and provided further the Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of Section 14.

(b) Notice of Default and Opportunity to Cure. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Section 18.1 identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) (i) in the case of monetary defaults, within sixty (60) days after receipt of notice, (ii) in the case of all other defaults, no later than one hundred and twenty (120) days after receipt of any such written notice of default, or within such longer period as is reasonably necessary to remedy such default(s), provided the Developer shall commence the cure of any such default(s) within such one hundred and twenty (120) day period and thereafter diligently pursue such cure at all times until any such default(s) is cured..

(c) Failure to Cure Default Procedure. If after the cure period provided in Section 13.1(b) has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Section 13, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 14. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section 13 of this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions.

(d) Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken,

after the expiration of the applicable appeal periods described in Section 14. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided in Section 14. Notwithstanding any other provision of this Agreement to the contrary, in the event that: (a) Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property; and (b) thereafter Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either Developer or one or more of its successors in interest under this Agreement is not in default under this Agreement, then any remedy the City may have the right to take under this Agreement including the right of termination or modification of this Agreement shall only apply to the party(ies) that is (are) in default and the portion(s) of the Property owned by such party(ies) and shall not apply to Developer or any successor and/or assignee of Developer under this Agreement that is not in default hereunder. Notwithstanding any language in this Agreement to the contrary, in the event that this Agreement is terminated by the City, Section 6 of the Agreement regarding Financing Districts shall remain in full force and effect for an additional fifty (50) year period provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof.

13.2 Lender Protection Provisions.

(a) Notice of Default. In addition to the notice provisions set forth in Section 13.1(b), the City shall send a copy of any notice of default sent to Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Section 18 of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Section 13/2(a) is herein referred to as a "**Qualified Lender.**"

(b) Right of a Qualified Lender to Cure a Default. If Developer, or any of its applicable successors or assigns, fails to timely cure any default under this Agreement within the time periods specified in Section 13.1(b), then the City shall send a written notice of any such failure to timely cure any such default to each Qualified Lender. From and after receipt of any such written notice of failure to cure, each Qualified Lender shall have the right to cure any such default, provided the Qualified Lenders commence the cure of any such default within sixty (60) days after receipt of any such written notice of failure to cure and thereafter diligently pursue the cure thereof to completion. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, then so long as the Qualified Lender(s) is (are) proceeding to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commence the cure of any such default and thereafter diligently pursue the cure of such default to completion, such Qualified Lender shall be deemed to be diligently pursuing the cure of any such default.

(c) Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by Developer or any of its successors or assigns during the period of time which Developer, any of its successors or assigns and/or a Qualified Lender has the right to cure any such default pursuant to this Section 13.

(d) No Impairment of Development Agreement to Mortgage. No default by Developer (or any successor or assign) under this Agreement shall subordinate, invalidate or defeat the lien of any mortgage held by a lender. In no event shall a foreclosure or other exercise by a lender of its pre- or post-foreclosure rights in connection with a mortgage require any consent or approval by the City.

(e) Lender's Obligations with Respect to the Property. No lender shall have any obligations or other liabilities under this Agreement solely because it holds a mortgage, or an ownership interest in any party or successor or assign.

13.3 Default by the City.

(a) Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, Developer shall have all rights and remedies provided herein or by applicable law, which shall include, without limitation, compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Section 13.3(b).

(b) Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured.

13.4 Monetary Damages. Developer and the City acknowledge that neither the City nor Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and Developer covenant not to sue for or claim any monetary

damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Section 18.6 or Section 18.13. The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to Developer pursuant to this Agreement, including, but not limited to any Fee Credits specifically required to be credited by City to Developer or its assignee(s).

13.5 Specific Performance. Due to the size, nature and scope of this Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it is not possible to determine the amount of monetary damages that would adequately compensate Developer for such efforts. For the foregoing reasons, the City and Developer agree that except as expressly provided in Section 13.4 above, damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement, and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. The City's remedy to terminate or amend this Agreement in the event of Developer's uncured breach shall be sufficient in most circumstances. Notwithstanding the foregoing, if the City approves a final parcel map or subdivision map, issues a permit, or issues other approval(s) pursuant to this Agreement in reliance upon a specified condition or conditions being satisfied by Developer in the future, and if Developer fails to satisfy such condition(s), the City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition or conditions. Except in these limited circumstances, the City shall have no right to seek specific performance to cause Developer to proceed with the development of the Project in any manner.

14. Administration of Agreement and Resolution of Disputes. Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final.

15. Recordation of this Agreement. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

16. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein,

whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

17. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

18. Miscellaneous.

18.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), or (iii) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth below. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, or (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

If to City: City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attention: City Manager

with a copy to: City of Oxnard
 214 South C Street
 Oxnard, California 93030
 Attention: Community Development Director
 Tel. No.: (805) 385 7877
 Fax No.: (805) 385 7854

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Attorney

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Planning Manager

If to Developer: Sakioka Farms
3183-A Airway Ave., Suite 2
Costa Mesa, California 92626
Attention: Jeremy Sakioka

AMS Craig, LLC
1451 N. Rice Avenue, Suite E
Oxnard, CA 93030
Attention: Craig Kaihara

with a copy to: Ross Wersching & Wolcott LLP
3151 Airway Avenue, Building S
Costa Mesa, California 92626
Attention: Cynthia M. Wolcott, Esq.

18.2 Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

18.3 Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and Developer with respect to the subject matter hereof and supercedes all prior agreements and understandings, whether oral or written, between the City and Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

18.4 Further Assurances. The City and Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and Developer are not thereby modified.

18.5 Negation of Agency. The City and Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers, partners or employer/employee.

18.6 Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out of pocket expenses not limited to taxable costs, including, but not limited to

telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out of pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out of pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out of pocket expenses and attorneys' fees whether or not an action is filed.

18.7 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

18.8 Force Majeure. No Party shall be deemed to be in default if delays in performance or failures to perform are due to litigation filed to challenge the Existing Project Approvals, enactment of conflicting State or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project or with the ability of either the City or Developer to perform its obligations under this Agreement, and which are not due to actions on the part of Developer or the City and are beyond the reasonable control of Developer and the City. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced and the estimated delay resulting therefrom. Notwithstanding the foregoing, a Force Majeure Delay shall not extend the term of this Agreement without the written consent of the City.

18.9 Estoppel Certificates. Within thirty (30) days following the receipt by City of a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an "estoppel certificate") certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other Party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders.

18.10 Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

18.11 Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

18.12 Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

18.13 Indemnification. Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at Developer's expense, the City, the City Council, and the City's agents, officers and employees (collectively, the "**Indemnified Parties**") from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR or to determine the legality or validity of any provision hereof or obligation contained herein. The City shall promptly notify Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with Developer in the defense thereof. Developer shall provide a defense to the City with counsel selected by the City to defend both the City and Developer and shall reimburse the City for any court costs and reasonable attorney costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this Section.

18.14 Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

18.15 Interpretation of Agreement. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The City and Developer acknowledge and agree that this Agreement has been prepared jointly by City and Developer and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

18.16 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Ventura, State of California or in the United States District Court for the Central District of California.

Signatures on Following Page

IN WITNESS WHEREOF, the City and Developer hereto have each executed this Agreement as of the date first written above.

Developer:

SAKIOKA FARMS,
a California general partnership

By: _____

Name: _____

Title: _____

AMS CRAIG, LLC, a Delaware limited liability
company

By: _____

Craig Kaihara, Manager

City:

CITY OF OXNARD, a California municipal
corporation

By: _____

Tim Flynn, Mayor

ATTEST:

Michelle, Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION

Exhibit A

The land referred to herein is situated in the County of Ventura, State of California, and is described as follows:

Parcel "C", and that portion of Parcel "D" of the resubdivision of the Subdivisions 45, 46 and part of 49, Rancho El Rio de Santa Clara o'La Colonia, in the City of Oxnard, County of Ventura, State of California, as per map filed in Book 2, Page 43 of Record of Surveys in the office of the County Recorder of said County, described as a whole as follows:

Beginning at a point in the Easterly line of Rice Road, 50 feet wide, as shown on said map at the Southwesterly terminus of that certain course in the Southerly boundary of the State Highway recited as "N. 70° 33' 43" E., 157.48 feet", in the deed to the State of California, recorded December 23, 1963 in Book 2450, Page 16 of Official Records as Document No. 76087, in said office of the County Recorder; thence along said certain course,

1st: North 69° 17' 35" East 157.48 feet; thence continuing along the Southerly boundary of the State Highway by the following 13 courses,

2nd: North 76° 49' 51" East 161.22 feet; thence,

3rd: North 89° 48' 08" East 204.28 feet; thence,

4th: South 88° 24' 53" East 711.16 feet, more or less, to the intersection with a line which is parallel with and distant Southerly 12.00 feet measured at right angles from the 13th course recited as "N. 86° 23' 35" W., 1842.44 feet", in the deed to the State of California recorded December 7, 1953 as Document No. 31569 in Book 1172, Page 229 of Official Records; thence along said parallel line and Easterly prolongation thereof,

5th: South 87° 07' 50" East 1422.22 feet more or less, to the intersection with the Westerly prolongation of a line which is parallel with and distant Southerly 12.00 feet, measured at right angles, from the 7th course recited as "N. 89° 27' 13" W., 721.73, feet", in said last mentioned deed; thence along said prolongation and parallel line,

6th: North 89° 48' 42" East 812.99 feet; thence,

7th: South 85° 07' 07" East 672.25 feet; thence,

8th: South 63° 48' 56" East 411.90 feet; thence,

9th: South 1° 02' 37" West 134.02 feet; thence,

10th: South 89° 48' 42" East 121.00 feet; thence,

11th: North 69° 42' 17" East 185.75 feet; thence,

12th: North 53° 11' 34" East 365.60 feet; thence,

DESCRIPTION

Exhibit A

13th: North 69° 22' 05" East 75.96 feet; thence,

14th: South 89° 48' 42" feet East 110.23 feet, more or less, to the Easterly line of said Parcel "D"; thence along said Easterly line to and along the Easterly line of said Parcel "C",

15th: South 0° 00' 25" East 3535.29 feet, more or less, to the Southeasterly corner of said Parcel "C"; thence along the Southerly line of said Parcel "C",

16th: South 89° 47' 44" West 5258.60 feet to said Easterly line of Rice Road; thence along said Easterly line,

17th: North 0° 01' 15" West 3595.90 feet to the point of beginning.

EXCEPT that portion conveyed to the City of Oxnard in deed recorded April 29, 1988 as Document No. 88-58919.

ALSO EXCEPT all oil, gas, petroleum, hydrocarbons and mineral substances lying in, on, or under said land, but without the right to enter upon and use the surface and the subsurface of said land to a depth of 500 feet below the surface except upon those certain drill site easements and easements for ingress and egress and for utility and pipeline purposes as particularly described in those certain agreements executed by Frances M. Conway, et al., and by Xerox Corporation recorded December 22, 1969 as Document Nos. 66767, 66768, 66769, 66770, 66771 and 66772.

EXHIBIT "D"

NIAD IN LIEU CREDITS

TRACT NO.	ORIGINAL OWNER OR DEVELOPER	CURRENT DEVELOPER, OWNER OR ASSESSOR'S PAR. #	ORIGINAL TRACT ACREAGE	TOTAL ASSESSMENT SERIES "A" *	CURRENT TRACT ACREAGE	WATER ASSESSMENT	PERCENT	WATER IN-LIEU CREDIT	SEWER ASSESSMENT	PERCENT	SEWER IN-LIEU CREDIT	STREET ASSESSMENT	PERCENT	STREET IN-LIEU CREDIT	TOTAL IN-LIEU CREDIT
	SAKIOKA	216-030-06,7,8,10	431.48	\$7,340,472.00	427.23	\$676,619.00	80.85%	\$547,046.46	\$1,033,815.00	67.60%	\$698,858.94	\$2,856,002.00	53.09%	\$1,516,251.46	\$2,762,156.86

* INFRASTRUCTURE IMPROVEMENTS ONLY

EXHIBIT "E"

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 10,272

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 10,272

A RESOLUTION OF THE CITY OF OXNARD ESTABLISHING A POLICY
CONCERNING CREDIT IN LIEU OF PAYMENT FOR FACILITIES
FEES AND REIMBURSEMENT FOR CONSTRUCTION OF PLANNED FACILITIES
FOR DRAINAGE, WASTEWATER, TRAFFIC CIRCULATION, AND WATER SYSTEMS.

WHEREAS, Division 1 of Article V-A of Chapter 27 of the Oxnard City Code provides that a person may receive credit in lieu of payment of facilities fees; and

WHEREAS, Division 1 of Article V of Chapter 27 of the Oxnard City Code provides that a subdivider required to install improvements containing supplemental capacity shall be reimbursed for that portion of the cost of the improvements, including an amount attributable to interest, in excess of the construction required for the subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. Credit in lieu of payment of facilities fees and cash reimbursements provided herein shall be available to persons constructing drainage, wastewater conveyance, wastewater treatment, traffic circulation, and water facilities as a condition of development or subdivision, which are consistent with the City's master plans.

2. For the purposes of this resolution, the word "facilities" and the phrase "type of infrastructure" shall mean drainage, wastewater conveyance, wastewater treatment, traffic circulation, or water facilities constructed within the City.

3. When a person is required by the City to construct facilities consistent with the City's master plans, the cost of such facilities shall be either credited to such person in lieu of the payment of facilities fees or reimbursed to such person by the City.

4. The amount of the credit in lieu of payment of facilities fees shall be limited to the person's actual engineering and construction costs to construct the facilities and shall not exceed the amount of the estimated facilities fees. Facilities fees estimates shall be determined by the City by assuming the highest and best use of the parcels under the approved zoning at the time of subdivision map recordings. The actual engineering and

Resolution No. 10,272
Page 2

construction costs to construct the facilities shall be determined by the City based on and limited to unit costs and items established and revised from time to time by the Public Works Director.

5. A person who provides master planned facilities containing supplemental capacity, as provided in Section 27-79.1 of the Oxnard City Code, will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of related map recordation; provided, however, that if the development is subject to a development agreement limiting or freezing facility fees, the person will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of the development agreement, or as otherwise provided in the development agreement.

6. The person who provided the master planned facilities for which the credit was earned may use such credits to offset the amount of the facilities fees required to be paid by such person when such person receives a building permit. The credit may be used to offset facilities fees up to the full amount of each fee on parcels for which building permits are received by such person, but only with the project for which the facilities were provided, until the credits are exhausted.

7. If the master planned facilities were paid for from the proceeds of a special financing district formed after the date of adoption of Resolution No. 9797, September 19, 1989, such as an Assessment District or a Community Facilities District, then reimbursements or credits will be made pursuant to Resolution No. 9797 as follows:

(a) Any reimbursement will paid to the bond redemption fund.

(b) Any in-lieu of fee credit will be granted to the properties which are assessed or taxed through the special financing district and will be applied only to future fees for those properties.

8. Whenever facilities fees are paid by others than the person with the credit for that subdivision, the City shall pay to such person with the credit the amount of the facilities fees paid until the credit is exhausted.

9. Any credit in lieu of payment of facilities fees or payment by the City pursuant to paragraph seven, shall apply only to each specific type of infrastructure fee, so that the cost of one type of conditioned infrastructure shall not be accepted as credit in lieu of payment of the fee for another type of infrastructure. For example, the cost of wastewater conveyance facilities shall be credited only to future wastewater conveyance facility fees, and not to wastewater treatment, water, drainage, or traffic circulation facilities fees.

10. If a person sells all the remaining undeveloped parcels of a subdivision for which that person earned a credit, such person may assign those credits to the buyer of the parcels by providing to the Public Works Director a written notice of the assignment at the time the sale is completed.

11. Any person required to construct master planned facilities shall be reimbursed by the City for the actual engineering and construction costs in excess of the estimated facilities fees, as described above. The City shall usually spread reimbursements over a period of one to ten years, with each annual disbursement being limited to the greater of twenty thousand dollars (\$20,000) or ten per cent (10%) of the original reimbursement amount. The City will pay interest on outstanding balances during a fiscal year at a rate determined by the Finance and Management Services Director based on the average for the fiscal year of the rates paid by the Local Agency Investment Fund.

12. When a person is required to provide supplement capacity in non-master planned facilities as part of the subdivision conditioning process, the City shall enter into an agreement with such person to provide reimbursement pursuant to Section 27-79.1 of the Oxnard City Code.

13. No credit or reimbursement shall be made unless a written request therefore is made to the Director of Public Works.

14. This resolution shall become effective on December 23, 1991.

15. Any person who owned a parcel on June 7, 1988, within a subdivision with a final map recorded on or before June 7, 1988, shall retain any credits in the amount that would have been assigned to the parcel under the policy in effect prior to June 7, 1988. After June 7, 1988, if such parcel is sold, the credit shall be retained by the owner as of June 7, 1988.

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Resolution No. 10,272
Page 4

16. Resolution No. 9666, adopted March 28, 1989, is hereby repealed effective on the date this resolution becomes effective.

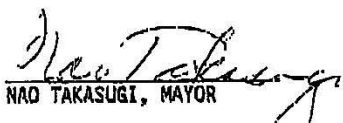
PASSED AND ADOPTED this 8th day of October, 1991, by the following vote:

AYES: Councilmembers Takasugi, Furr, Lopez, Maron

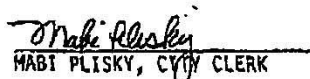
NOES: None

ABSENT: None

ABSTAIN: Councilman Plisky


NAO TAKASUGI, MAYOR

ATTEST:


MABI PLISKY, CITY CLERK

APPROVED AS TO FORM:


GARY L. GILLIG, CITY ATTORNEY

EXHIBIT “F”

MASTER PLANNED IMPROVEMENT REIMBURSEMENT POLICY

DATED JULY 6, 2010 AND UPDATED MARCH 15, 2017



Development Services Department Master Planned Improvement Reimbursement Policy

DATE: July 6, 2010 (Updated 3/15/2017)

TO: Development Community

FROM: Development Services Manager
City of Oxnard

SUBJECT: Policy Concerning Requests for Credit In-Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems under City Resolution 10,272

I. BACKGROUND:

New development within the City results in the need to provide new or upgraded infrastructure (Wastewater, Water, Storm Drain, and Traffic) to provide the necessary capacity to serve these new developments. The City has prepared Citywide Master Plans for the Oxnard Wastewater, Water and Storm Drain systems that forecast the necessary “master-planned” improvements and associated costs to serve new development. The City has run computer traffic models and prepared cost estimates of the traffic improvements needed to mitigate the traffic impacts of new development. Based on these cost estimates, the City Council has determined the average cost impact of various types of new development on the City’s infrastructure and implemented corresponding infrastructure impact fees to offset these impacts. These impact fees are imposed on new developments at the time building permits are issued. These fees are kept in separate accounts to be used to construct corresponding master-planned facilities.

Projects are sometimes conditioned to construct infrastructure improvements that are necessary to provide capacity to serve that project. If these conditioned improvements are determined to be master-planned improvements, the developer that constructed them is eligible to receive credits (“Fee Credits”) for the construction costs that can be used to offset the corresponding impact fee. If the cost of the improvements exceeds the impact fees for full build-out of the project, then the developer is eligible to receive reimbursement (“Excess Reimbursement”) for the excess costs.

II. POLICY:

The City Council of the City of Oxnard enacted Resolution (“Resolution”) 10,272 to establish

guidelines for implementation of the Fee Credit and Excess Reimbursement processes. The resolution states the following general guidelines:

- a) Fee Credits in lieu of payment of facilities fees and Excess Reimbursements shall be made available to developer constructing the master-planned facilities.
- b) The reimbursable engineering and construction costs to construct the master-planned facilities shall be determined by the City based on, and limited to, unit costs and items established and revised from time to time by the City.
- c) Fee Credits can only be used for building permits within the project for which the master-planned facilities were provided.
- d) Fee Credits in lieu of payment can only be used for the specific type of infrastructure fee for which a credit was received. (e.g. Fee Credits for master-planned water improvements can only be used to offset water conveyance fees and not against traffic impact fees)
- e) Excess Reimbursement shall be paid out at 10% per year or \$20,000 per year whichever is greater. Interest on the outstanding balance shall accrue at the rate determined by the Finance Director based on the average for the rates paid by the Local Agency Investment Fund. ("LAIF")
- f) No Fee Credit or Excess Reimbursement shall be made unless a written request is made to the City.

III. IMPLEMENTATION:

The City has determined, in accordance with resolution 10,272:

- Reimbursement unit costs shall be established based on a developer providing a minimum of 3 competitive bids that include quantities and unit prices for each item of work. (e.g. 344 LF of 6" curb at \$6.32 per LF)
- This policy statement establishes which items of work are to be considered as reimbursable. (See "Reimbursable Items of Work" below)
- It is strongly recommended that a reimbursement request preparer meet with Development Services staff prior to beginning preparation of the reimbursement submittal package to discuss the specific reimbursements and receive additional project specific advice.

- a) SUBMITTAL CHECKLIST: (minimum requirements – additional items may be required based on project specific issues)

- ☐ Submittal shall be in bound format with dividers and a table of contents (3-ring binders work well to allow addition/replacement of pages)
- ☐ Copies of applicable approved sheets from construction drawings with reimbursable items highlighted in various colors (e.g. curb in red, asphalt in blue, sidewalk in yellow)
- ☐ Spreadsheet with a quantity take-off for reimbursable items on a sheet-by-sheet basis (e.g. Sheet 14 of 28 - 345' of 6" curb/18" gutter) This format allows for easy checking of quantity take-off numbers
- ☐ Copies of 3 independent bid proposals for all reimbursement items. Bid proposals can be separated by construction type (e.g. paving, landscaping, or engineering) but all items

must have 3 proposals that are signed and dated.

- ☐ Copies of design professional contracts should have a separate line item for design of the master-planned improvements
- ☐ A spreadsheet(s) comparing submitted bids (broken up by infrastructure type) with subtotals and grand totals as appropriate
- ☐ Copy of signed contract with low bidder
- ☐ Executed copies of any change orders processed during construction. Large change orders may require multiple bids.
- ☐ Proof of full payment to the contractor (and design professionals) for all work associated with reimbursement request
- ☐ Additional documentation that preparer deems helpful in processing of reimbursement request

b) REIMBURSABLE ITEMS OF WORK:

- Must be a master-planned improvement
- Must be permanent (transitional traffic striping or an asphalt sidewalk are temporary)
- Nothing that primarily serves a private use (e.g. a left-turn pocket on a primary arterial that serves a commercial shopping center would not be reimbursable)
- Laterals off a master-planned pipelines (including fire hydrants) are not reimbursable
- Sidewalk, curb, gutter and similar improvements shall be calculated to center of curb return when the connecting street is not also a master-planned street
- **NON-REIMBURSABLE GENERAL ITEMS** - The following items are specifically identified as not reimbursable under this program:

- i) Premiums on Bonds
- ii) As-built processing costs
- iii) Overhead/Profit
- iv) City License
- v) Field Office
- vi) Supervision
- vii) City fees

- **REIMBURSABLE ITEMS** – The following items are generally reimbursable:

a) ***Water:***

- i) Pipeline
- ii) Fittings (Tees, crosses, ells)
- iii) Valves
- iv) Reducers
- v) Blowoffs, airvac
- vi) Engineering

b) ***Wastewater:***

- i) Pipeline
- ii) Manholes
- iii) Manhole ring and cover

- iv) Engineering
- c) ***Storm Drain:***
 - i) Pipeline
 - ii) Manholes
 - iii) Junction Structures
 - iv) Headwalls
 - v) Engineering
- d) ***Traffic:***
 - i) Curb, curb/gutter
 - ii) Sidewalk
 - iii) AC/Base
 - iv) Median landscaping (parkway landscaping is not eligible)
 - v) Median stamped concrete
 - vi) Traffic Interconnect Conduit and wire
 - vii) Signage and striping
 - viii) Traffic Signals
 - ix) Street lighting
 - x) Engineering (Civil and Traffic)
 - xi) Offsite (non-frontage) right-of-way
- c) **FINAL APPROVAL:**
 - When a final determination is made regarding Fee Credit and Excess Reimbursement amounts, the City will issue a letter memorializing the amount of reimbursable work and the method and timetable for reimbursement.
 - The following must be complete prior to issuance of a final determination letter:
 - ☐ Acceptance of improvements by the City
 - ☐ Approval of reimbursement amounts
 - ☐ Approval of “As-Built” plans for the project



REIMBURSEMENT POLICY ACKNOWLEDGEMENT

NOTICE TO DEVELOPER (Please sign and return)

Master-planned infrastructure is subject to Fee Credit or Excess Reimbursement in accordance with City Resolution 10,272 and the City's Master-Planned Improvement Reimbursement Policy ("reimbursement policy"). Developer acknowledges receiving a copy of the City reimbursement policy. Developer is specifically reminded that the reimbursement policy requires developer to obtain a minimum of 3 competitive bids with unit prices for all work for which reimbursement will be requested. Developer will be reimbursed using unit prices from the low bidder based on a quantity take-off of the reimbursable work. Items of work that are reimbursable are generally outlined in the reimbursement policy.

Public improvements are public work, as defined in Chapter 1 of part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Developer shall comply with all requirements of law applicable to such construction.

Read and Acknowledged:

By (Developer):

_____ (Signature) _____ (Date)

_____ (Print Name and Title)

_____ (Company) _____ (Project Planning Permit No.)

Revised 03/2017

PZ 20-300-01 20-670-01, & 20-650-01 Development Agreement, Tentative Tract Map, and Road Naming for the Sakioka Farms Business Park Specific Plan Area

Jeffrey Lambert, Community Development Director
Scott Kolwitz, Planning & Environmental Services Manager
Sarah Lejeune, Contract Planner

City Council
June 16, 2020



Background

- 2012: Approval of Sakioka Farms Business Park Specific Plan and EIR for 430 acres with development totaling 8.5 million(M) square feet
 - 5.5M sf Industrial
 - 2.5M sf Business/Research
 - 400,000 sf Office
 - 100,000 sf Commercial
- March 2020: City Council directed staff to negotiate a Development Agreement.
- May 2020: City Council declared the intent to establish Community Facilities District No. 8.
- May 21, 2020: Planning Commission unanimously recommended approval.

Project Description: Four Components

Four components:

1. Approval of subdivision of the 430 acre Sakioka Farms site into 129 individual lots and Phase One public infrastructure improvements to serve them
2. Approval of road names for five new roads created by infrastructure improvements
3. Approval of Development Agreement between the City and Sakioka Farms and AMS Craig LLC
4. Consistency Evaluation finding pursuant to CEQA Guidelines Section 15168 that the project is not subject to additional environmental review

3

Location: Vicinity Map

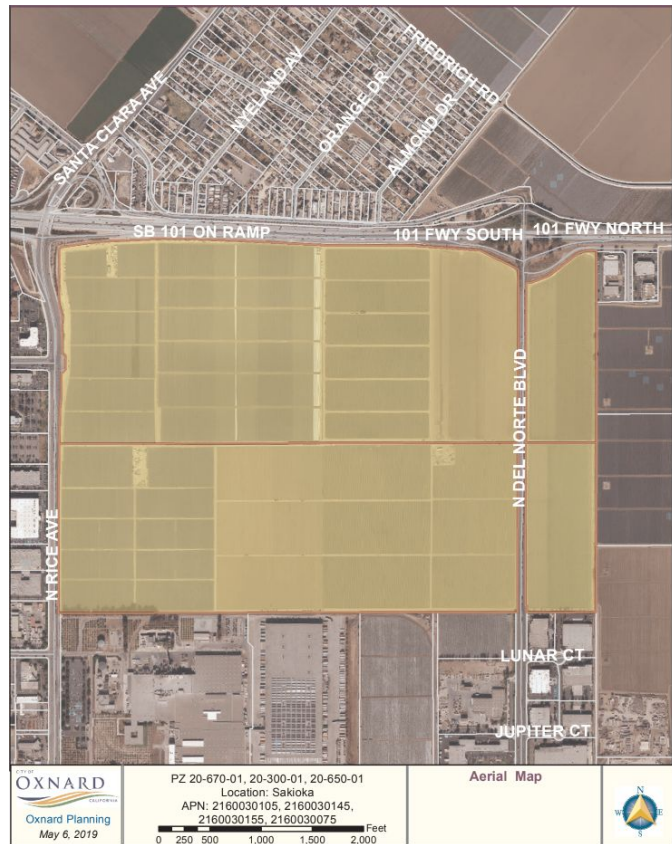
Specific Plan Site
430 Acres



4

Specific Plan Site: Aerial Photo

- Northeastern Oxnard
- Directly south of the 101 Freeway
- Between Rice Avenue and slightly east of Del Norte Boulevard to the City boundary
- North of Latigo Avenue
- Gonzalez Road terminates at western perimeter of site



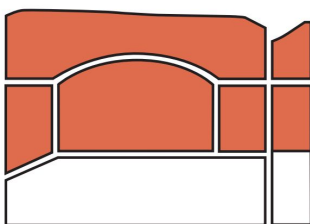
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Master Plan Concepts: Land Use

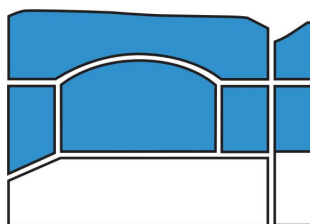
BUSINESS/RESEARCH		OFFICE		INDUSTRIAL		COMMERCIAL		TOTAL	
SQ. FT.	AC	SQ. FT.	AC	SQ. FT.	AC	SQ. FT.	AC	SQ. FT.	AC
2.5 million	254	0.4 million	254	5.5 million	294	0.1 million	171	8.5 million	388*

*Estimated total net developable area

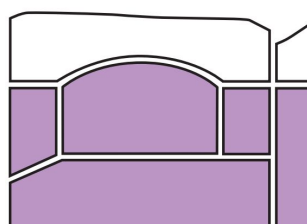
LAND USE AREA MAPS
EXHIBIT 4.4



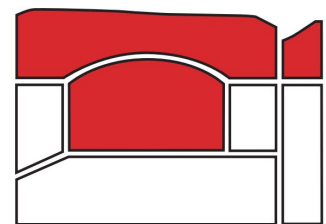
BUSINESS RESEARCH



OFFICE

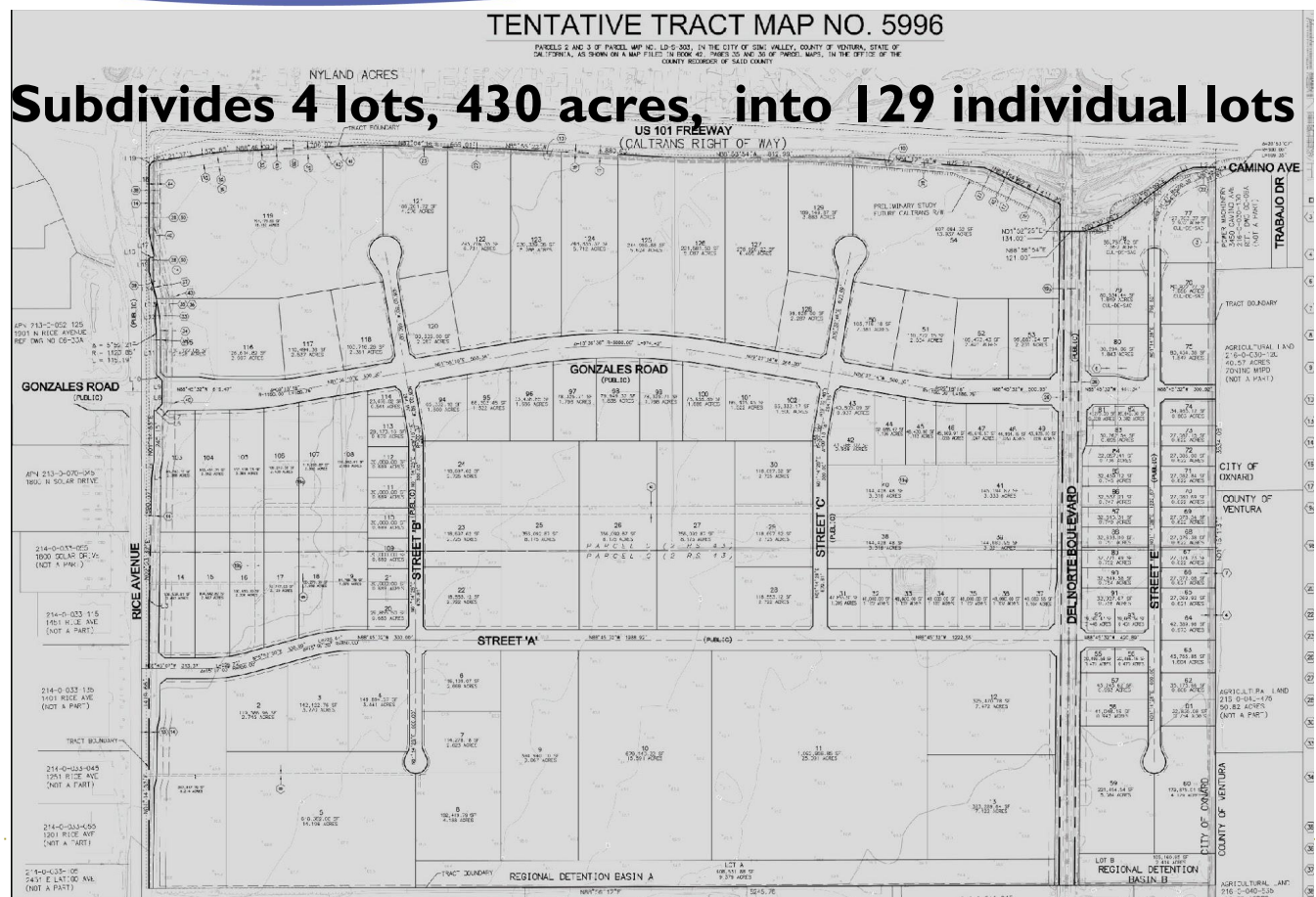


INDUSTRIAL



COMMERCIAL

Tentative Map



Tentative Map: 236 Conditions

Conditions incorporate EIR mitigation measures as conditions of approval as well as additional conditions for:

- ✓ Public infrastructure construction
- ✓ Landscape installation and maintenance in the public right-of-way
- ✓ Water conservation and quality
- ✓ Stormwater Detention
- ✓ Traffic improvements
- ✓ Conditions for future projects to be constructed on the parcels within the Specific Plan area.

Tentative Map: 236 Conditions

Specific detailed conditions based on staff review address:

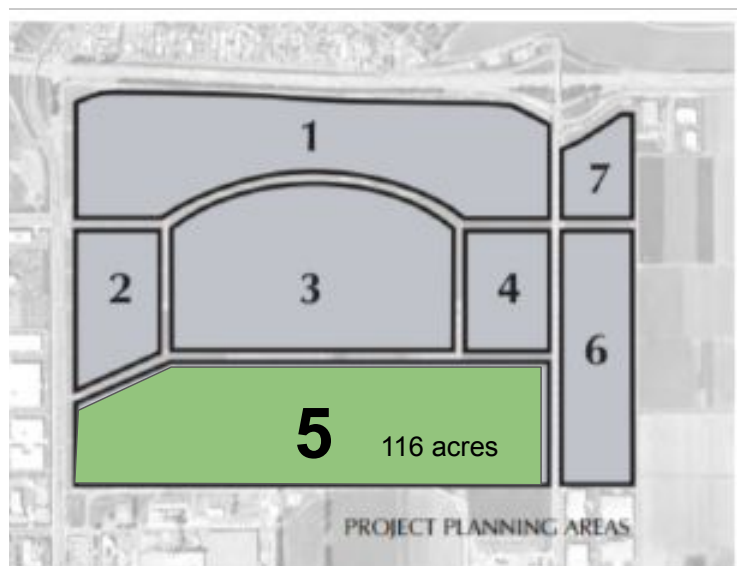
- ✓ Construction and maintenance of stormwater detention basins
- ✓ Installation of traffic improvements at key intersections as identified in the mitigation measures
- ✓ Construction, maintenance and alternate native and hardier species for landscaping
- ✓ Installation of fiber-optic cable per the recently approved Fiber Network Masterplan

9

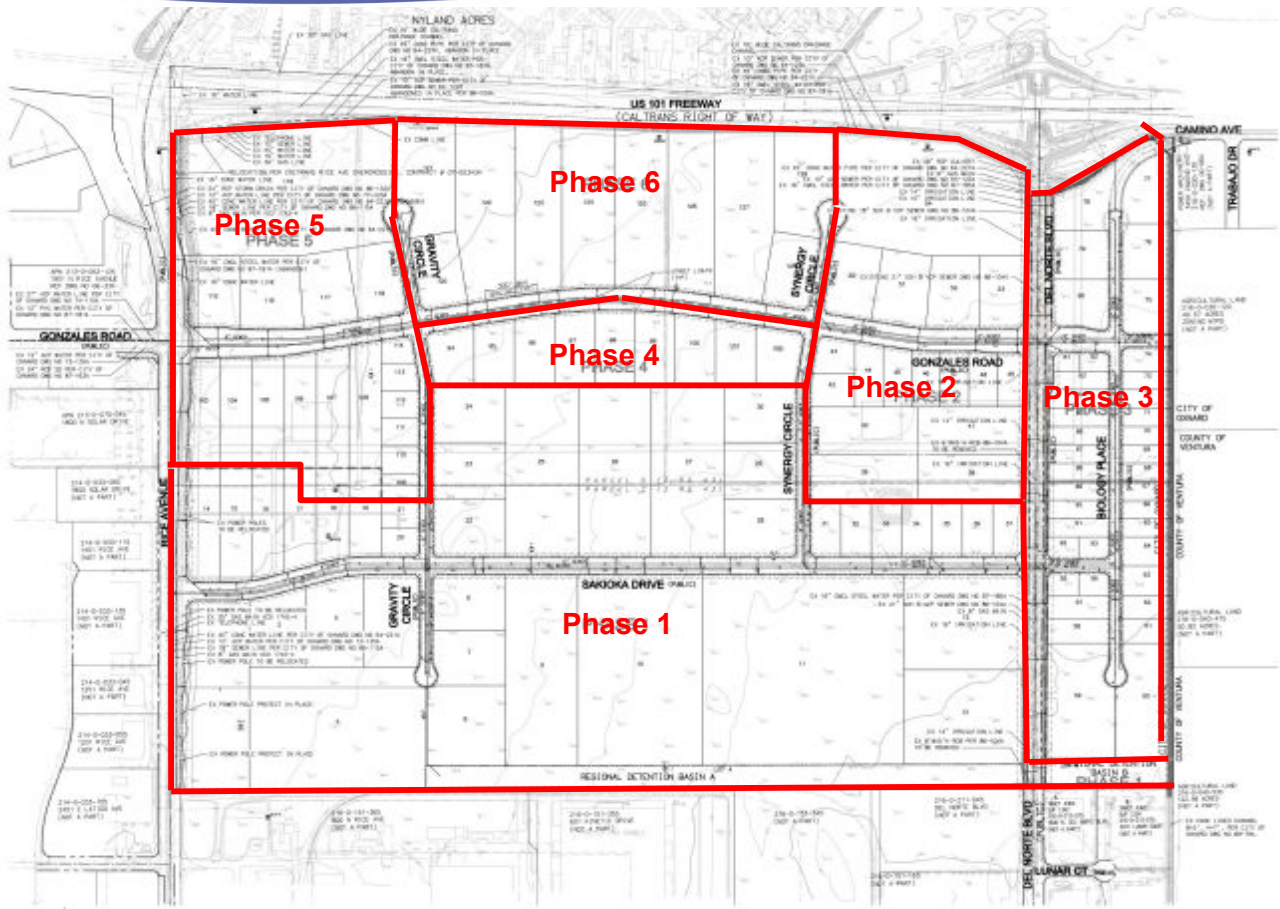
Tentative Map: Phase One Improvements

Specific Plan Area Five:

- 116 Acres
- 4 new roads
- Combined drainage facilities
- Landscaping
 - 349,255 of ROW



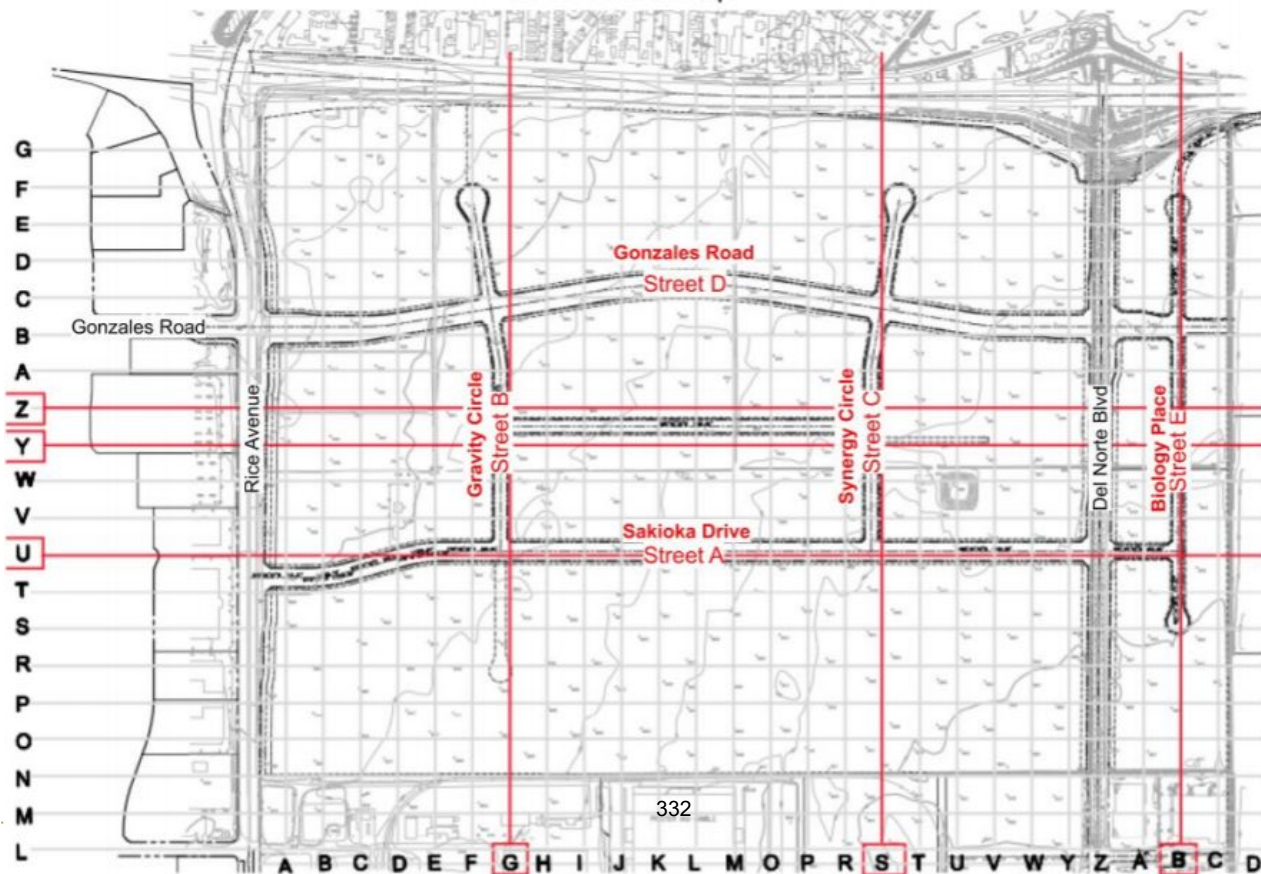
Tentative Map: Phase One Improvements Area



11

Tentative Map: Road Naming

Street Name Map



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12

Development Agreement (DA): Definition

Voluntary contract between a local jurisdiction and a person or entity who owns or controls property in the jurisdiction. A DA:

1. Details the obligations of both parties
2. Specifies the standards and conditions that will govern development of the property
3. Provides terms regarding vested rights, financial obligations, and the length of the permit entitlements.
4. May also include terms related to financing of public facilities

The proposed DA does not modify the physical environment, but provides certainties and benefits for potential development projects.

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Development Agreement: Community Benefits

Proposed benefits:

1. Public services and infrastructure necessary for the development of the Property per the Specific Plan
2. Community Facilities District, providing permanent salary funding for additional firefighters for Fire Station No. 5
3. New economic opportunity and potential job creation
4. Conveyance of groundwater rights to the City
5. Dedicated land for:
 - a. Future Del Norte/101 Interchange
 - b. Extension of Gonzales Road

Development Agreement: Negotiations

The proposed DA primarily provides terms regarding, vested rights, financial requirements, and length of permit entitlements with operative provisions:

- A. The Planning Commission (and staff) recommends that the DA remain in effect for a term of 15 years,
 - The Developer has requested an initial term of 20 years
- B. The establishment of a Communities Facilities District would continue for 50 years from the termination or expiration of the DA provided that a minimum of 1.5 million square feet of development remains on the Property or any portion thereof

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Development Agreement: Negotiations

- C. Developer would have the vested right to develop the Project on the Property in accordance with the Specific Plan
- D. Existing fee increases are limited to five years from January 2022 or when existing fees are increased, whichever occurs first
- E. The Developer is entitled to utilize fee credits that may be transferred by the Developer to buyer or ground lessees of any portion of the Project
- F. The Developer would be entitled to apply Northeast Industrial Assessment District in-lieu credits for water, sewer, and street fees

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Development Agreement: Negotiations

- G. Development impact fees would be paid with the issuance of building permits
- H. The Developer complies with performance criteria in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures for installation of detention basin and any other storm water discharge mitigation measures within the Specific Plan area
- I. The City will support an expedited processing timeframe for development in the Specific Plan area
- J. The term of any subdivision map or other permits approved as part of the Project approvals shall be commensurate with the term of the DA

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Development Agreement: POA/CFD

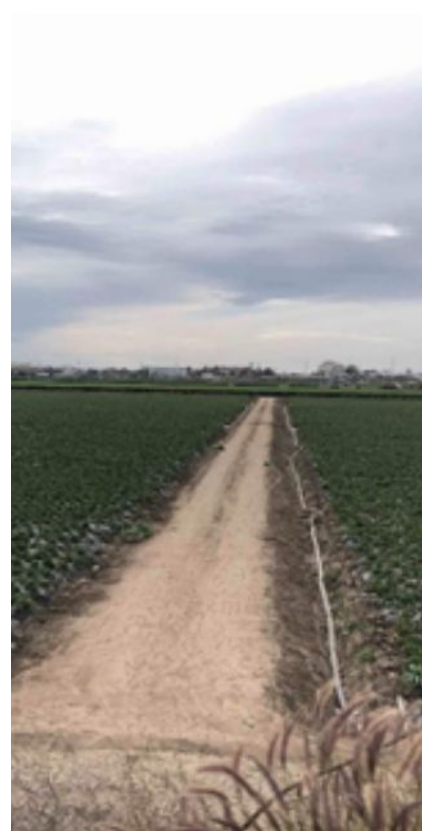
- The DA addresses the Specific Plan MM1-1 with an adaptive replacement mitigation that requires the Developer to provide permanent funding for fire personnel for 50 years after the termination of the Development Agreement.
- As a condition for approval of the DA, the developer will form a Property Owners Association (POA) with a Community Financing District (CFD) to finance certain public services, including fire protection services, and, if not funded by the POA, or similar entity, the maintenance of landscaping, drainage facilities, and weed control.

1. In June 2012, the City certified an Environmental Impact Report (EIR), for the Specific Plan, with an Adaptive Management Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Considerations for significant and unavoidable cumulative impacts to:
 - *Agricultural Resources,*
 - *Greenhouse Gas (GHG) emissions, and*
 - *Roadway Noise*

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CEQA: 2020 Consistency Evaluation

1. The City-prepared Consistency Evaluation substantiates and supports the determination that the Project's environmental impacts are
 - Within the scope of the Specific Plan EIR,
 - Do not require a subsequent EIR or negative declaration under CEQA Guidelines Section 15162, and
 - The Specific Plan EIR adequately analyzed the Project's environmental impacts.
2. Further environmental documentation is not required.



Fire Personnel

- **MM M.1-1** required the dedication of 1.5 acres of land for a Fire station near Rice and Gonzales.
- To address City policy and improved technology to aid response times, an adaptive replacement mitigation now requires funding for additional fire personnel in lieu of dedicated land for an additional fire station.

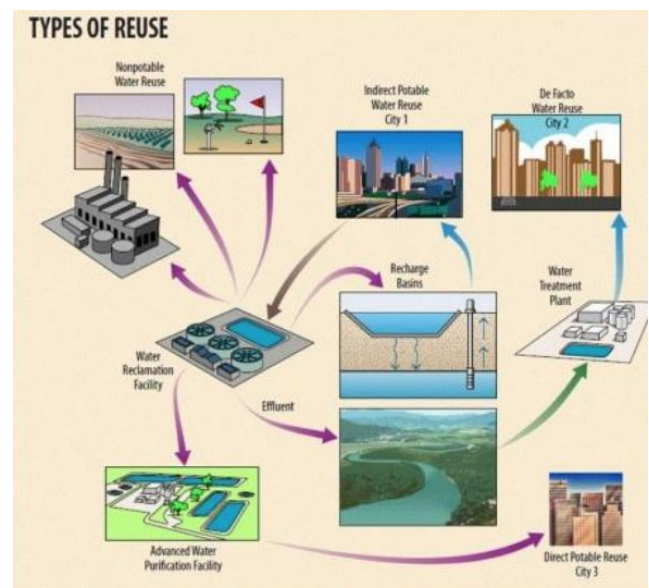


21

CEQA Consistency: Adaptive Replacement Mitigations

Recycled Water

- **MM N-1, N-2, N-12.3, N-12.4, and N-13** required participation in a recycled water program.
- The City's Groundwater Recovery And Enhancement Treatment (GREAT) addresses multiple sources of reducing water demand and replenishing the local aquifer.



The adaptive replacement mitigation measures N-1, N-2, N-12.3, N-12.4, and N-13, now requires a more sustainable multi-faceted approach with

- Developer participation in the GREAT program,
- Dedication of water rights, and
- Purchase of City water.



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Financial Impact

- The project will be required to pay:
 - Development Impact fees,
 - CDF/POA fees,
 - Mitigation Measure fees, and
 - Connection fees.
- The Specific Plan area allows for 8.5 million square feet of buildings which will directly increase property taxes to the City and indirectly increase taxes paid by sales tax.
- Staff conservatively estimates the number of jobs which may be created at full buildout:
 - Low range: 5,300-5,500 jobs
 - Top range: 8,400-8,700 jobs

Recommendation

1. Conduct a public hearing;
2. Find the Project is not subject to additional environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168 (Consistency Evaluation);
3. Adopt a Resolution recommending the City Council approve Planning and Zoning Permit Nos. 20-300-01 (Tentative Subdivision Map for Tract No. 5996) and 20-650-01 (Road Naming), subject to certain findings and conditions; and
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ Permit No. 20-67-01 (Development Agreement) the Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC, subject to certain findings.

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Discussion



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.3

DATE: June 16, 2020

TO: City Council, Housing Authority Board

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Public Hearing on the Fiscal Year 2020-21 Operating Budget. (30/30/30)

RECOMMENDATION

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year 2020-21 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 30, 2020.

BACKGROUND

A public hearing on the proposed budget is required by law. For FY 2020-21 the Citywide proposed budget, which includes the General Fund group, landscape maintenance and community facilities district funds, special revenue funds, assessment district funds, enterprise funds, internal service funds and Housing Authority funds, is \$568,094,941.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Conducting this public hearing on the budget does not have a financial impact until such time as the City Council adopts the FY 2020-21 Budget, which is scheduled for June 30, 2020.

The budget document is scheduled to be published to the City's website by the close of business, Wednesday, June 10, 2020, at <https://www.oxnard.org/city-department/finance/city-budget-documents/>

COMMITTEE OUTCOME

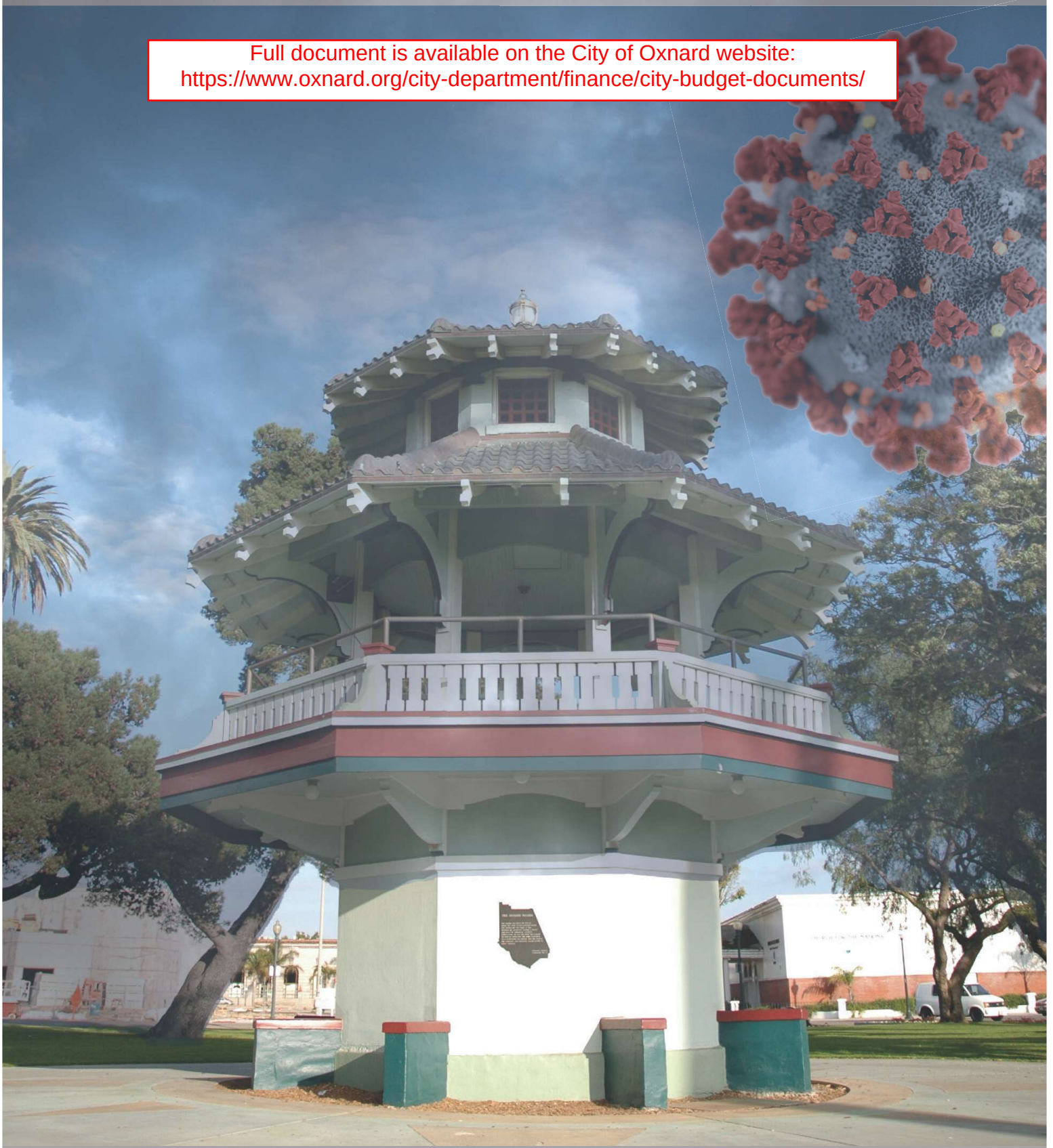
The Finance & Governance Committee on May 26, 2020 received a preview of the FY 2020-21 Proposed Budget for the General Fund, and provided feedback to staff

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. Budget Presentation final

Full document is available on the City of Oxnard website:
<https://www.oxnard.org/city-department/finance/city-budget-documents/>





2020 - 2021 Budget Presentation

PUBLIC HEARING

June 16, 2020



Updated June 8, 2020

Overview

1. **Big Picture**
2. **Budgeting 101: Refresher**
3. **Fiscal Year 2019-20: Recap**
 - a. Progress
 - b. Mid-Year Budget
4. **2020-2021: Forecast**
 - a. Revenue
 - b. Expenditures
5. **Goal: Budget Sustainability**

Pre- and Post-Pandemic Budget Impacts

WARNING: Estimates subject to changes

FY 2019-2020
PROJECTED

-\$2M

GENERAL FUND
OPERATING DEFICIT

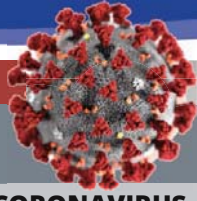
**PRE-
PANDEMIC**



STABILITY

FY 2019-2020

- Made tough choices
- \$5.3 million in permanent, ongoing budget cuts
- Staff prepared to propose a "status quo" budget for Fiscal Year 2020-2021



**CORONAVIRUS
BUDGET IMPACTS**

FY 2019-2020

-\$8.4M

LOSS IN REVENUE

FY 2020-2021

-\$8.1M

LOSS IN REVENUE

**POST-
PANDEMIC**



RECESSION

FY 2019-2020

- Coronavirus craters City revenues
- Halts all progress



RECOVERY

FY 2020-2021

- Projected revenue losses continue
- Many unknowns
- Use of General Fund reserves



SALES TAX



**BUDGET
SUSTAINABILITY**

- Fully staffed public safety services
- Properly maintained medians and trees
- Properly maintained parks
- Maintain 911 emergency response times
- Timely road maintenance
- Improving ability to respond quickly to natural disasters

3

Budgeting 101

REFERENCE GUIDE

Fund

is

ACCOUNT



Revenue

is

MONEY



Examples of Major City Funds

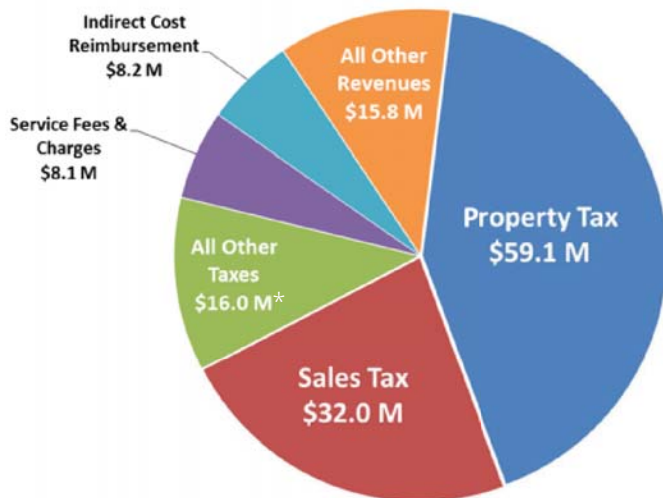


5

General Fund FY 2019-20: Revenues + Expenses

Revenue Sources

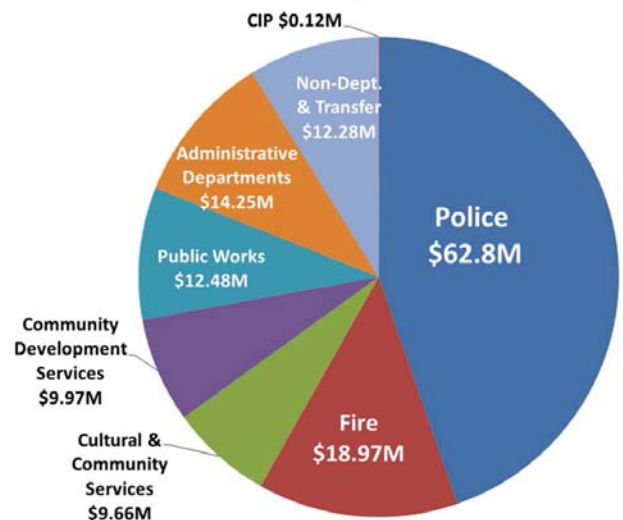
FY 2019-20 Adopted Budget \$139.3 (millions)



*INCLUDES DEED TRANSFER TAX

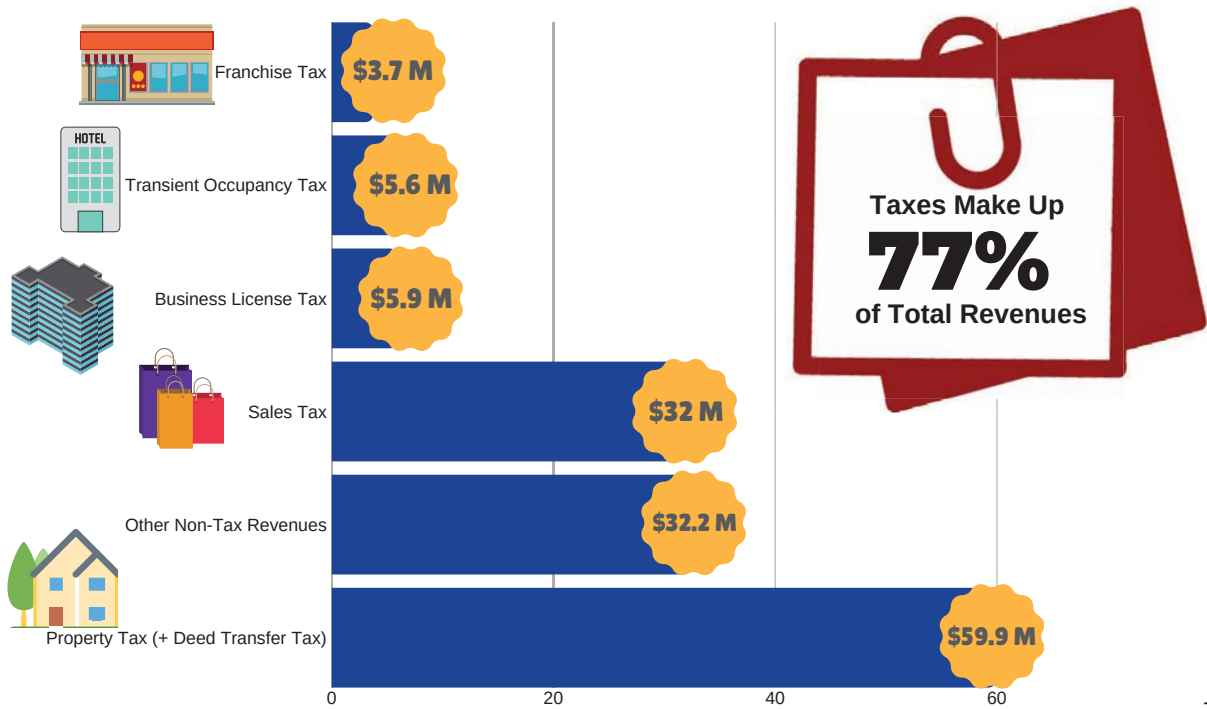
Expenses (By Department)

Proposed FY 2019-20 Expenditures of \$140.5M



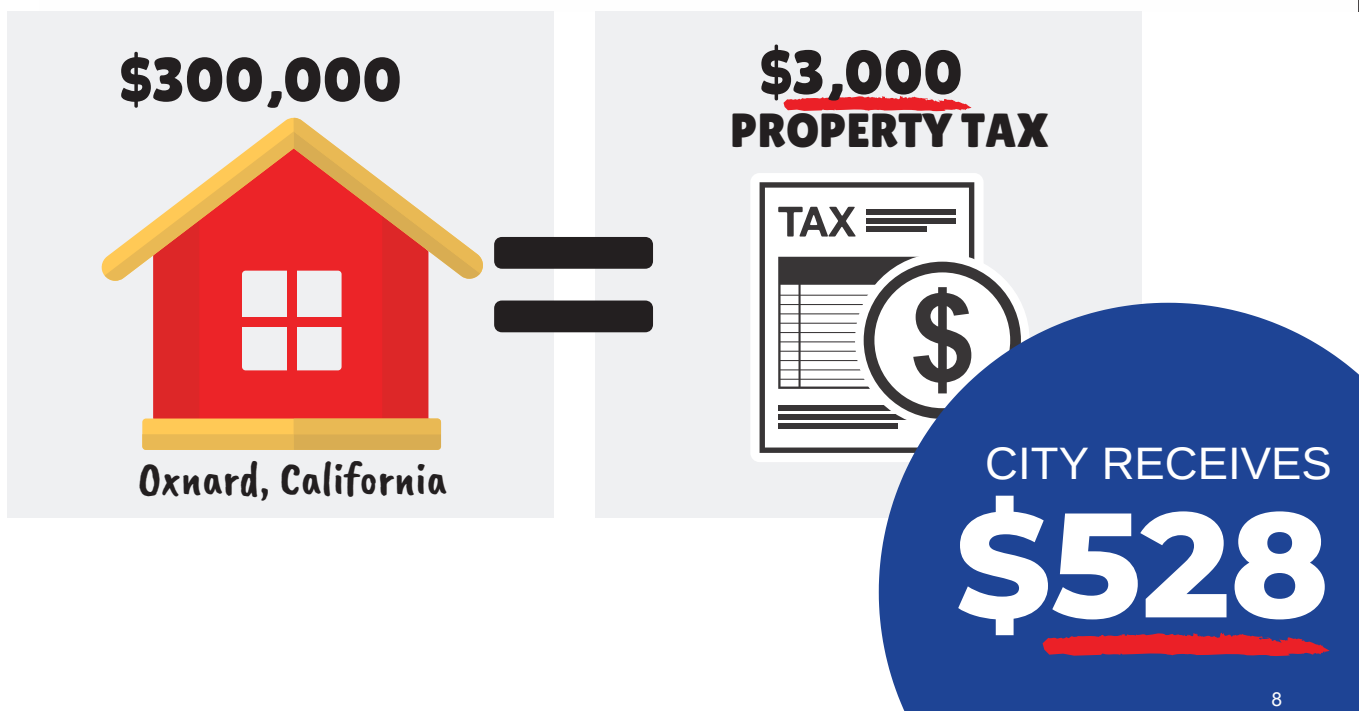
6

An Easier Way to Understand Revenues



7

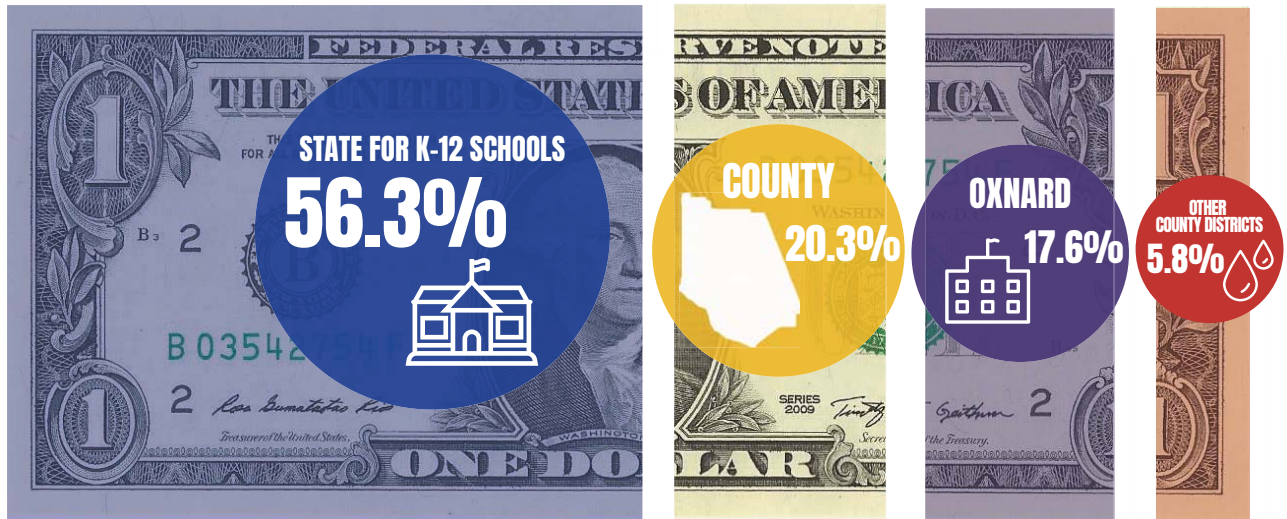
How much tax money does the City actually get?



8

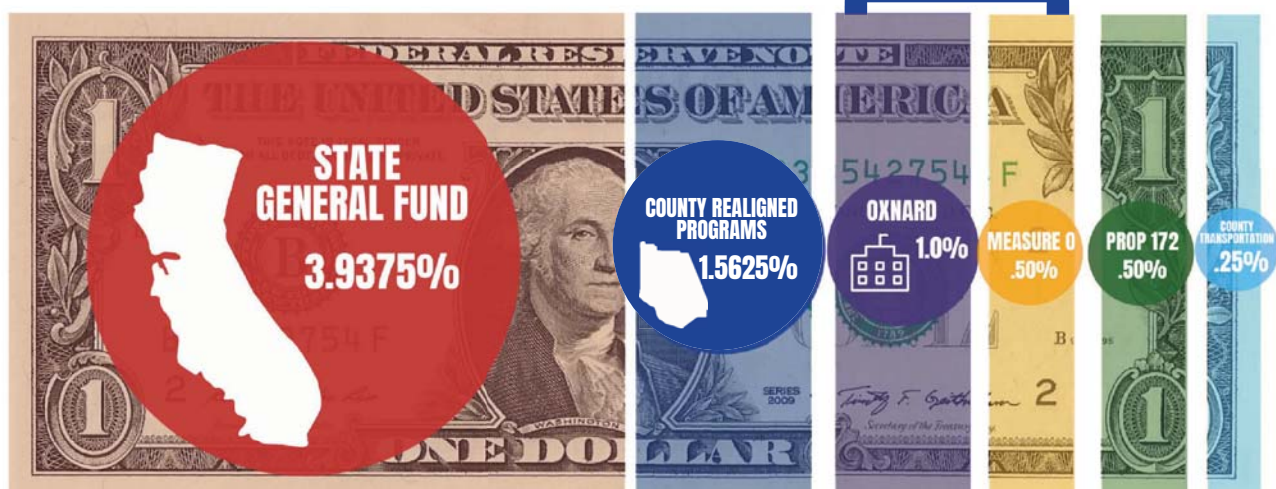
Property Tax

WHERE DO YOUR PROPERTY TAXES GO?



9

HOW MUCH OF THE SALES TAX STAYS IN OXNARD?



10

Sales Tax

\$20 Shirt



Purchased in Oxnard



The City gets
30 cents
of the total \$1.55 in sales tax

RESTRICTED REVENUES



UTILITIES



Funds can only be spent on respective water, sewer and trash operations and capital

GRANTS



Funds can only be spent on grant-specific eligible expenses

SPECIAL TAXES



I.e. The Gas Tax - restricted to streets and rights of way

SPECIAL ASSESSMENTS



Funds can only be spent on district-related activities collected on top of 1% property tax

BOND PROCEEDS



Funds must be used for specific purposes

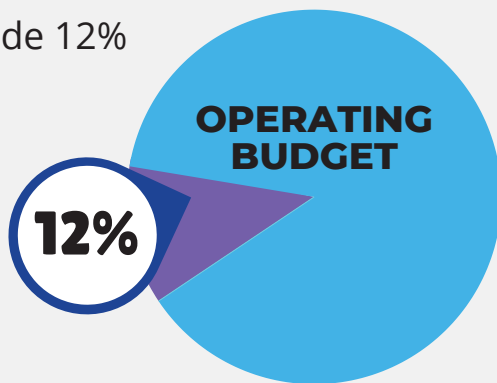
Important Finance Policy Reminder

RESERVES (RAINY DAY FUND)

The City sets aside a certain amount of funding for an emergency.
The City's current reserve goals are:

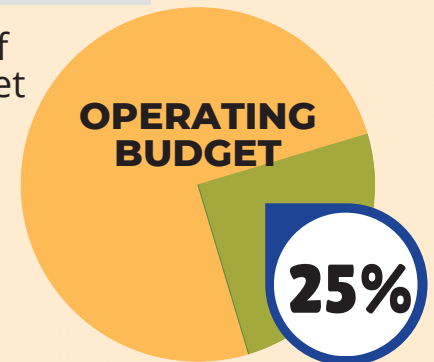
General Fund (101)

- Set aside 12%



Water, Sewer & Trash

- Set aside 25% of operating budget for each utility



13

Fiscal Year 2019-2020

LAST YEAR THE CITY HAD TO ADDRESS THE FOLLOWING ISSUES:



\$5.3 million in budget cuts, which included eliminating 32 positions and decreasing public works funding for services including landscaping and parks maintenance



Approval of a **\$141 million General Fund budget** that still included **drawing down reserves by \$2.3 million**



Using **\$1.4 million** of Measure O 1/2 cent sales tax revenue for one time use to keep fire station fully staffed and PACC open

Year-Over-Year Budget Cuts: 2015 - 2020



15

Consequences of the Cuts

PUBLIC WORKS



OVERGROWN MEDIANS

DECREASED MAINTENANCE CYCLE

- Currently landscaping **1 time per year**
- Ideal would be **1 time per month**



POTHOLES IN STREETS

NEEDS MORE FUNDING TO MAINTAIN STREETS

- It would cost **\$13.1 million a year to maintain** current street conditions
- Budget for FY 19-20 **is \$11.5 million**



BROWNING PARKS

DECREASED FUNDING & MAINTENANCE CYCLE

- Less watering due to costs
- Currently **mowing 1 time per month**
- Ideal would be **1 time per week**

Consequences of the Cuts

CULTURAL & COMMUNITY SERVICES



CLOSED CARNEGIE ART MUSEUM

- Netted \$522,000 in saving



REDUCED FUNDING

- Library Services
- PAL
- City Corp
- Youth Programming & Sports
- Seniors

OVER \$5 MILLION IN REDUCTIONS SINCE 2015

17

Consequences of the Cuts

POLICE DEPARTMENT



Re-assigned 13 officers back to patrol from neighborhood policing due to budget cuts

Numerous positions eliminated, including:

- | | |
|------------------------------|--|
| • Street Narcotics Unit | • K9 officer |
| • Cold Case Detective | • Fraud Investigator |
| • Graffiti Detective | • Alcohol Compliance Officer |
| • Assistant Chief | • 2 Code Compliance Officers |
| • Animal Safety Officer | • Victim Advocate |
| • Gang Injunction Prosecutor | and a reduction in CBD security contract |

18

Fiscal Year 2019-20: Progress



FINANCIAL MANAGEMENT



FINANCIAL TRANSPARENCY

Launched a **NEW financial portal** that provides the community with tools to learn more about the City's finances and access reports

AUDIT

City achieved **NO NEW "MATERIAL WEAKNESSES"** for the first time since 2014



GAS TAX BONDS

Secured **\$400K** in savings every year through bond refinancing



IMPROVED BOND OUTLOOK



S&P **revised its outlook** from "stable" to "**positive**" and affirmed its existing "**A**" **issuer credit rating**

AUDITOR LETTER

City's auditor issued "**Letter of Encouragement**" noting **City's significant progress addressing prior financial issues** and rebuilding, recovering & reconnecting with the community



19

Progress, cont'd.

ECONOMIC DEVELOPMENT



PUC CREDIT SALE

Council approved the sale of unused power line underground funds for a total of **\$1.77 million**



BILLBOARDS

Four permits filed for billboards, which if approved will net the City an estimated **\$550K minimum per year**



CANNABIS

Council approved the Manufacturing & Distribution of Cannabis. In 2021, **Manufacturing revenue** is estimated to be **\$75K** and **Distribution revenue** is estimated at **\$40k**

(Both estimates are 50% of annual estimate)



SOUTH OXNARD

Efforts to form a Community Benefits District for the **Saviers Rd. corridor**



DOWNTOWN

Made significant progress addressing the development of Downtown Oxnard prior to the pandemic



SAKIOKA FARMS



Finalized the development map after eight years

FEES

Council approved updated development impact fees, some of which haven't been updated since 1972



20

Progress, cont'd.

CAPITAL IMPROVEMENT PROJECTS (CIP)



COMPLETED PROJECTS



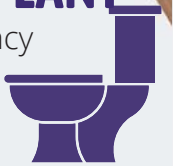
City completed **19** CIP projects in the past year totaling more than **\$27.8 million in value**

FIRE STATION



Roof replacement projects for Fire Stations 5 and 6 were completed at nearly **\$500,000 under budget**

WASTEWATER TREATMENT PLANT



Completed emergency repairs at the plant worth more than **\$6 million in value**

STREET RESURFACING



Completed Channel Islands Blvd., Vineyard Ave. and Auto Center Commercial Area street resurfacing projects totaling **\$7.2 million in value**

PIPE REPLACEMENT



City is continuing the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement totaling **\$4.6 million in value**

NEW TRAFFIC SIGNAL



Installed new traffic signal and completed ADA improvements, crosswalk, signage and striping at the intersection of Rose Avenue/Gary Drive.

21

Progress, cont'd.

ADDRESSING QUALITY OF LIFE



DECLINING CRIME



The Oxnard Police Dept. saw crime drop for the fourth year in a row, with **crime down 14.9%** in 2019

HOMELESSNESS



City decreased the unsheltered population within Oxnard

GRANT FUNDING

City continues to pursue grant funding, and received **\$8.5 million** in funding for Campus Park renovations



POWER PLANT

Council approved an agreement with GenOn to **dismantle the power plant at Ormond Beach** and currently awaiting approval by the Water Resources Control Board



INVESTING IN SOUTH OXNARD

Concept to build a **Zócalo** in Centerpoint Mall



FIBER MASTER PLAN

Council approved a broadband fiber infrastructure plan in order to offer **access to high-speed internet** to their residents and businesses



22

Progress, cont'd.

CORRECTING PAST ERRORS



GOLF COURSE



Council approved new management contract to eliminate City subsidies

PACC



Council approved a 5-year agreement with Sterling Venue Ventures to operate the PACC without City subsidies

MEASURE B



The Oxnard Government Accountability and Ethics Act was approved by voters to institutionalize good governance and financial transparency

MAJOR SOFTWARE CHANGE

Council approved a new enterprise software system that will replace the system installed in the '80s and will increase transparency and minimize human error for many City operations



STREAMLINING PERMIT PROCESS

Identified and eliminated permitting bottlenecks and redundancies; reduced plan check review times



UNDISCOVERED LANDMINES

City continues to address problems from the past as they are discovered



23

FY 2019-2020: MID-YEAR BUDGET

PRE-PANDEMIC

- City was projecting a **\$2 million budget deficit**

- Staff was prepared to propose a **status quo budget** for Fiscal Year 2020-2021

Budget Impacts: Current Year (2019-20)

WARNING: Estimates subject to changes

THE CITY OF OXNARD PROJECTS A LOSS OF **\$8.4 MILLION** IN THE CURRENT FISCAL YEAR

VIRUS IMPACTS



SALES TAX reduction of **\$3.1 million**, almost 10% in FY 2019-20



HOTEL TAX is down almost 30% for FY 2019-20, leading to a loss of **\$1.6 million**



OTHER REVENUE such as property tax, fines & forfeitures and interest income expected to be down about **\$3.7 million** in FY 2019-20

25

Budget Considerations Addressing the collapse of revenue

WARNING: Estimates subject to changes

OPTIONS

CONSIDERATIONS



UTILIZE GENERAL FUND RESERVE

\$8.4M
IN JUST FOUR MONTHS

Reserves could be gone by the end of FY '20-21



ASK EMPLOYEES TO FREEZE INCREASES

\$1.3 M

Awaiting response from some bargaining units



FREEZE MOST HIRING

< \$1M

Some positions are mandated and there is an urgent need



SCRUB CONTRACTS/ MEMBERSHIPS

Minimal savings



LAY-OFF PART-TIME EMPLOYEES, FIRE ACADEMY

Estimate hundreds of thousands of dollars in savings



BORROW UP TO \$10M FROM EACH OF THE UTILITY ENTERPRISE FUNDS TO COVER SALES TAX DEFERRAL

LOAN

- 10-year repayment plan
- 2% interest (est.)
- Cash flow fix



FURLOUGHS

TRY TO AVOID

City is already lean



ELIMINATE ENTIRE PROGRAMS

TRY TO AVOID

Mid-Year budget review in Jan. 2021 may require adjustments, including eliminating entire programs

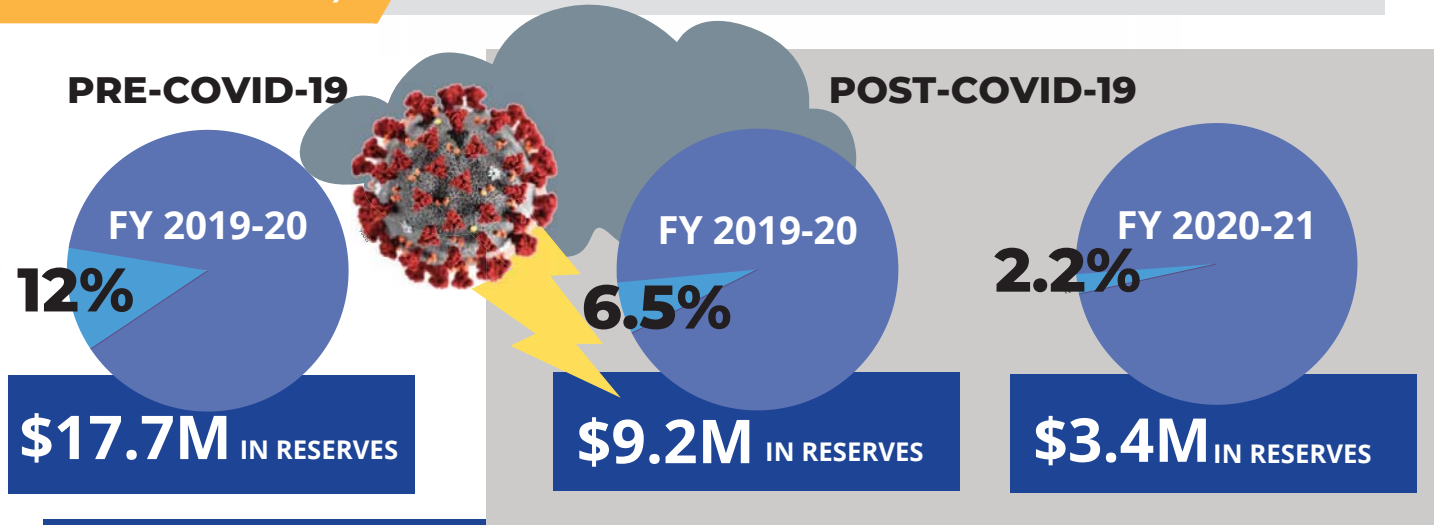
26

Important Policy Reminder - General Fund (101)

City will be operating below reserve policy

RESERVES (RAINY DAY FUND)

The City sets aside a certain amount of funding for an emergency. The City's current reserves are:



Oxnard continues to deplete its reserves. This is not good.
Mid-Year budget review may require adjustments, including program eliminations.

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FISCAL YEAR 2020 - 2021 Proposed Budget - Summary



28

FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES

CITY CLERK



- **\$112K increase** for November 2020 election costs

COMMUNITY DEVELOPMENT



- **\$0.2 million net reduction** in revenue
- **\$0.6 million of expenditure savings** from freezing 7 vacant positions for the entire fiscal year
- **Net benefit to the General Fund of \$0.4 million**

PUBLIC WORKS



- Reallocation of 9 FTE in the Engineering, Design, & Construction Administration Division to the utility enterprise funds, to work on utility projects, rather than on General Fund projects
- Resulting **savings to the General Fund will be \$0.9 million**

29

FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES



FIRE DEPARTMENT

- **Savings in overtime of \$876,000** from redeployment of the paramedic squad
- **Increase of \$1,000,000 for station coverage** and overtime required for minimum staffing
- Combined, these two recommendations **add \$124,000 to General Fund expenditures**

30

FY 2020-21 Proposed Budget



PROPOSED MAJOR GENERAL FUND CHANGES



POLICE DEPARTMENT

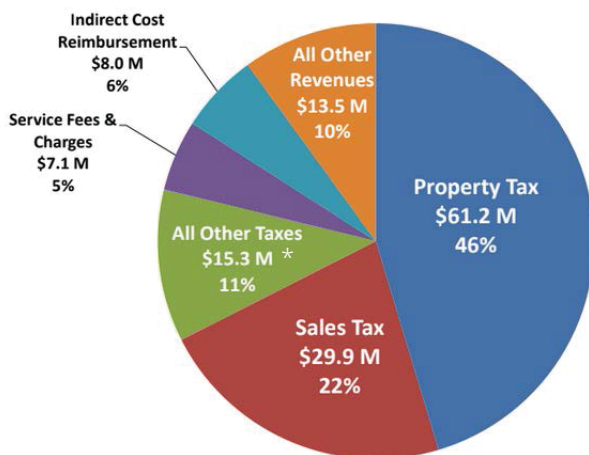
- **Reduced revenue of \$0.4 million** due to Oxnard School District's cancellation of contract for School Resource Officers
- Offset by **\$1.8 million due mostly to reduced expenditures** from the elimination of vacant positions. This includes **11 sworn positions** and **6 non-sworn positions**
- Combined, **save \$1.4 million for the General Fund**

31

General Fund FY 2020-21: Revenues + Expenses

Revenue Sources

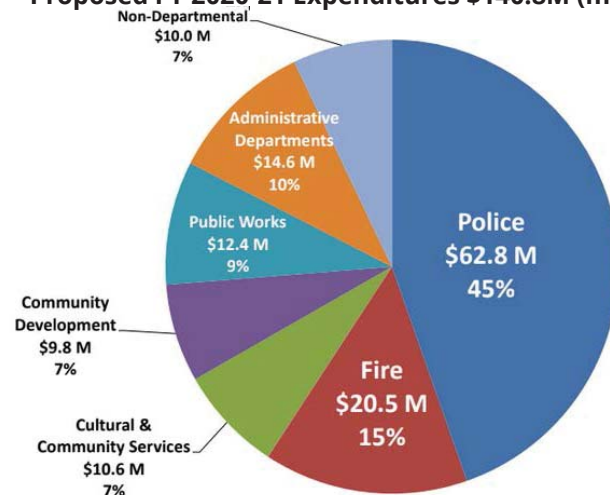
Proposed FY 2020-21 Revenue Sources \$135M (millions)



*INCLUDES DEED TRANSFER TAX

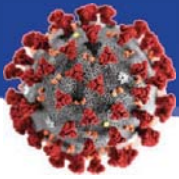
Expenses (By Department)

Proposed FY 2020-21 Expenditures \$140.8M (millions)**



**\$5.8M proposed operating deficit after recommended reductions

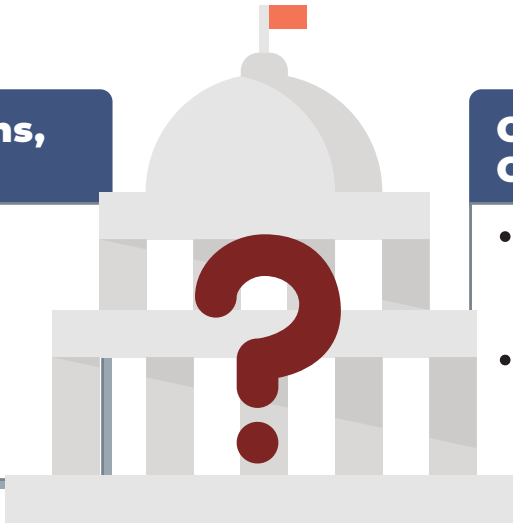
32



Budget Impacts: Federal Bailout

Lots of Questions, No Answers

- How much?
- What form?
- When?



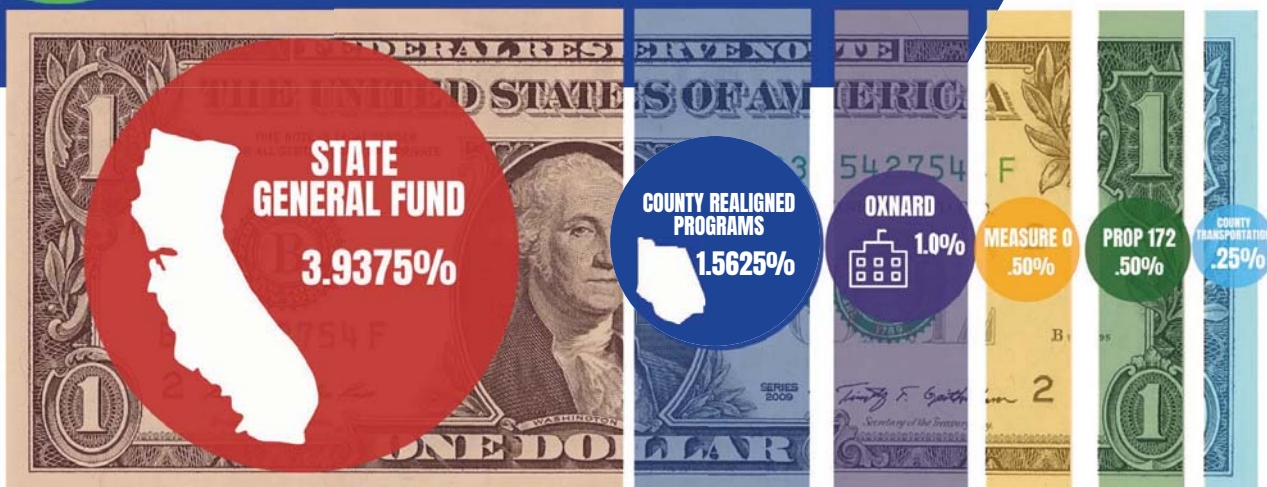
Oxnard's Underlying Conditions

- Unless the bailout is \$17M or more, the 2020-21 budget does not change
- A bailout will NOT resolve **Oxnard's unsustainable fiscal condition**

33



PROTECT LOCAL CONTROL OF SALES TAX MONEY



LOCAL TAX REVENUES

- Of 7.75%, 1.0% goes to the City
- Plus an additional .50% for Measure O (expires March 2029)

34



State of California Tax Brackets for All Cities

Maximum is 10.25

10.00 +	30 cities
9.00 +	130 cities
8.00 +	130 cities
7.25 +	180 cities

Minimum is 7.25

Source: State of California City & County Sales & Use Tax Rates (effective April 1, 2020)

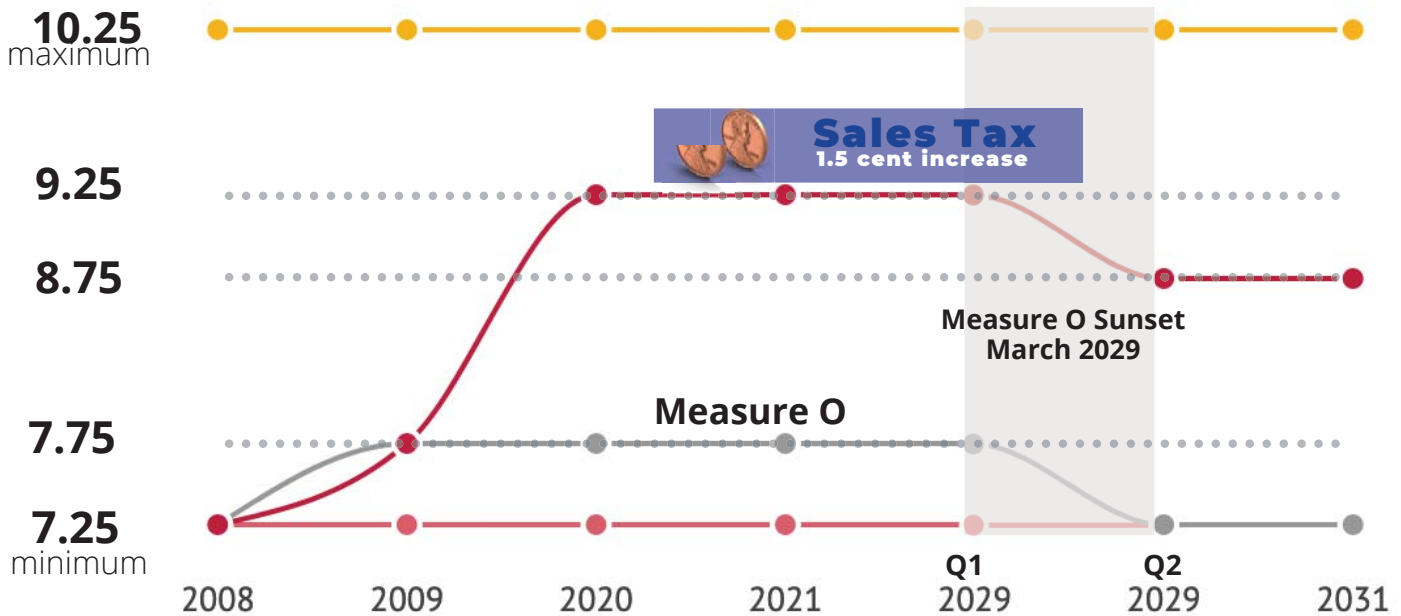
35

IF NOTHING CHANGES...



36

ALLOWABLE SALES TAX RATES



37



SALES TAX BUDGET SUSTAINABILITY



Fully staffed public safety services



Properly maintained medians and trees



Properly maintained parks



Maintain 911 emergency response times



Timely road maintenance



Improving ability to respond quickly to natural disasters

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CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.4

DATE: June 16, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: 2020-2024 Ventura County Regional Consolidated Plan, 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and 2020 Annual Action Plan. (10/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments from the public relating to the following drafts of documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
 - a. 2020-2024 Ventura County Regional Consolidated Plan,
 - b. 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and
 - c. Plan Year 2020 Annual Action Plan;
2. Approve the 2020-2024 Ventura County Regional Consolidated Plan and the 2020 Ventura County Analysis of Impediments to Fair Housing Choice, and direct staff to forward documents to Ventura County Executive Office;
3. Approve the 2020 Annual Action Plan with funding recommendations of select activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant, as prescribed;
4. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan, Ventura County Regional Consolidated Plan and the Ventura County Analysis of Impediments to Fair Housing Choice as directed by the City Council, including amending any budget appropriations approved by the City Council;
5. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Regional Consolidated Plan and Annual Action Plan to the United States Department of Housing and Urban Development; and
6. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Regional Consolidated Plan and Annual Action Plan including sub-recipients, interdepartmental, and intradepartmental agreements.

BACKGROUND

The City of Oxnard receives formula grant funding, also known as entitlement grant funding, from the United States Department of Housing and Urban Development, Community Planning and Development grants for Community Development Block Grant, HOME Investment Partnerships Act and Emergency Solutions Grant every year. To receive these entitlement grants for the Plan Year 2020, beginning on July 1, 2020, the City of Oxnard must prepare, submit, and receive approval of a consolidated plan, annual action plan and analysis of impediments to fair housing, before entitlement grant funds are disbursed for the Plan Year 2020. The local procedures to approve these documents are set forth in the Citizen Participation Plan (See Attachment 5).

On March 17, 2020 the City Council conducted the first of two public hearings required for adoption of the various documents being presented with the subject report. City Council did not request any amendments nor did the Oxnard Housing Department receive additional comments. The only document that is substantially amended is the proposed Annual Action Plan, which will be discussed in greater detail below.

Ventura County Regional Consolidated Plan

HUD approved the City of Oxnard's participation in the five-year, 2020-2024 Ventura County Regional Consolidated Plan, which assessed the housing and community development needs of Ventura County and the participating jurisdictions, cities of Oxnard, San Buenaventura, Camarillo, Thousand Oaks and Simi Valley (See Attachment 1). The Ventura County Regional Consolidated Plan has not been amended since it was first presented to City Council on March 17, 2020.

Analysis of Impediments to Fair Housing Choice

The City of Oxnard and the County of Ventura are collaborating on the production of the Analysis of Impediments, which covers the entirety of Ventura County (See Attachment 2). The Analysis of Impediments presents a demographic profile of the County of Ventura, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. The Analysis of Impediments to Fair Housing Choice has not been amended since it was first presented on to City Council March 17, 2020.

DISCUSSION

HUD's Formula Grant Programs

Community Development Block Grant provides funding for neighborhood park improvements, alley and street improvements, various City facility improvements, homeownership assistance, owner-occupied mobile home replacements, housing rehabilitation and public service activities that benefit low- and moderate-income residents.

HOME funding has provided low- and moderate-income families with down payment assistance, allowing them to become first-time home- owners, and has provided funding for the rehabilitation of single family and mobile home units. Also, HOME funds have also been used for the construction of new for sale or rental affordable housing units, through partnerships with several Community Housing Development Organizations, such as Many Mansions, Cabrillo Economic Development Corporation, and Habitat for Humanity of Ventura County.

Emergency Solutions Grant funding has provided funding for homeless prevention, rapid re-housing, essential services and the operation of emergency and transitional homeless shelters.

1st Year Annual Action Plan

This is the 1st Year Annual Action Plan of the new five (5) year Consolidated Plan. Although each year the City must submit an Annual Action Plan, which serves as an application for its three entitlements grant programs the first year of the new consolidated plan period is of special significance in that it is the lead year for the next five-year period. The U.S. Department of Housing & Urban Development requires that Grantees provide opportunities for the public to participate in the development of the Consolidated Plan and the Annual Action Plans. The plans must provide a summary of the citizen participation efforts made, including efforts to broaden public participation, a summary of citizen comments or views on the plans, and a written explanation of comments not accepted and the reasons why these comments were not accepted. The plans should also note any alternative public involvement techniques, such as the use of focus groups and the Internet.

A Notice of Funding Availability was issued by staff in January 2020, to announce availability of Entitlement Grants

funds for Plan Year 2020. Applications were received through March 13, 2020. On March 17, 2020, the City Council held the first public hearing on the 2020 Annual Action Plan to obtain public input on unmet needs of low- and moderate-income persons in the areas of housing, community development and homelessness. Also, several community meetings and workshops were held to receive public input, training and to provide information of the availability of grant funding for eligible programs.

To ensure community involvement and transparency in the application review process, annually, a grant application review panel is convened to review and rate the applications. However, in 2020, the Coronavirus pandemic timing has paralleled the 2020 Annual Action Plan process; due to the Stay At Home Order and social distancing protocol in place, the training of applicants and reviewing the applications were conducted by virtual meetings. The program selection procedure was modified to accommodate the state and local Coronavirus protocols that were imposed as a result of the pandemic. The procedure that ensued was that staff, with assistance from an INCO board member, evaluated grant applications to arrive at the funding recommendations. The list of funding recommendations was considered for program eligibility, compatibility with consolidated plan goals and program selection that will benefit low to moderate income residents of the City of Oxnard.

Finally, input was sought from other departments to determine if consolidation plan goals could be achieved by City staff. The funding recommendations incorporate several City programs to achieve those goals. In accordance with the City's Citizen Participation Plan, the second public hearing is scheduled for June 16, 2020. This public meeting will provide further opportunity for the City Council and the public to consider the funding recommendations for the 2020 Annual Action Plan.

The total grants allocation for Fiscal Year 2020-2021 is \$3,571,605. In addition, Program Income contribute to the FY 2020-21 Available Resources for the City of Oxnard Plan Year 2020. Those resources bring the combined total to \$3,771,605. Staff adjusted the funding recommendations by including actual HUD allocations as announced on February 14, 2020, estimated program income and grant funding cap requirements. Consequently, expected resources in Plan Year 2020 include:

- a) Community Development Block Grant (CDBG) \$2,674,388,**
- b) HOME \$876,134**
- c) Hearth Emergency Solutions Grant (HESG) \$221,083.**

Four of the funding recommendations are City facility improvements including:

- 1. \$68,000 for a Pleasant Valley Park Ball Court I**
- 2. \$50,000 for La Colonia Green Alleys and Mural I**
- 3. \$120,000 for One Stop Facility Rehabilitation, and**
- 4. \$30,000 for Police Activities League (PAL) Facility Rehabilitation.**

These activities are community development projects that are eligible for CDBG funding.

HESG funding is available to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing, totaling \$221,083.

Total HOME funding available from the 2020 AAP is \$876,134. These funds are available for improving and/ or increasing housing stock in City of Oxnard and are recommended primarily to provide gap financing for affordable housing projects.

The complete list of the funding recommendations is included in attachment 4: "The 2020 Annual Action Plan Funding Recommendation".

Conclusion

The draft Ventura County Regional Consolidated Plan, draft Analysis of Impediments report and 2020 Annual Action Plan have been posted for public review, and the June 16, 2020 public hearing is for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management website: <https://www.oxnard.org/city-department/housing/grants-management>.

STRATEGIC PRIORITIES

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

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

Objective 1b. Explore alternatives for youth through recreation programs and intervention services. Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness. Goal 3. Strengthen neighborhood development, and connect City, community and culture.

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

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

The 2020 Annual Action Plan outlines how the City plans to allocate its three entitlement grant programs, CDBG, HOME, and HESG, for the FY 2020-21 budget. This includes new HUD grant allocations of \$2,574,388 in CDBG, \$876,134 for HOME, and \$221,083 for HESG. FY 2020-21 program income is estimated at \$100,000 for CDBG program and \$100,000 for HOME program. The grand total of available resources is estimated at \$3,771,605.

COMMITTEE OUTCOME

This item did not originate in Committee. The City Council conducted a public hearing on the subject recommendation at their March 17, 2020 City Council meeting.

Prepared by: Roel Briones, Grants Manager, Denise Ledesma, Grants Coordinator

ATTACHMENTS

1. Ventura-County-Regional-Consolidated-Plan-2020-2024
2. Ventura-County-Analysis-of-Impediments-2020
3. 2020-Annual-Action-Plan
4. 2020 Annual Action Plan Funding Recommendation
5. Citizen-Participation-Plan-Amended-July-10-2018

6. Certificate of Publication Notice of 2nd Hearing_6.16.20_English& Spanish
7. Oxnard Meeting Powerpoint_for Public Hearing_6.16.20

Ventura County Regional Consolidated Plan 2020-2024

Ventura County

Analysis of Impediments

Prepared and submitted by The Cloudburst Group

May 1, 2020

City of Oxnard

Annual Action Plan for Fiscal Year 2020-2021

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



CITY OF OXNARD

2020 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

HUD CDBG Allocation	\$ 2,574,388
Program Income	\$ 100,000
<u>TOTAL CDBG GRANT RESOURCES</u>	\$ 2,674,388

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

ADMINISTRATION - 20%

Housing Department-Grants Management	CDBG Administration & Planning	\$ 534,877
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PUBLIC SERVICES- not more than 15%

Caregivers: Volunteers Assisting the Elderly	Caregivers: Volunteers Assisting the Elderly	\$ 12,500
County of Ventura - Human Services Agency	RAIN TLC Bridges To Home	\$ 10,000
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$ 20,000
Oxnard Housing Department - Fair Housing	Fair Housing Program	\$ 100,132
Oxnard Cultural & Community - Public Library	Colonia Branch Library	\$ 30,000
Oxnard Cultural & Community - Recreation	Colonia Boxing Gym	\$ 17,500
Oxnard Cultural & Community - Recreation	Colonia Memorial Park Veterans Gym	\$ 43,800
Oxnard Cultural & Community - Recreation	Colonia Recreation Center	\$ 30,000
Oxnard Cultural & Community - Recreation	Police Activities League - PAL	\$ 40,500
Oxnard Cultural & Community - Recreation	Rec On The Go	\$ 42,500
Oxnard Cultural & Community - Senior Services	Palm Vista Senior Center	\$ 35,000
Shelter Care Resources	Foundation First	\$ 19,226
Total Public Services Projects		\$401,158

PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS

Oxnard Development Services	Code Compliance	\$ 285,000
Oxnard Fire Department	Emergency Operations Center Enhancements	\$ 195,000
Oxnard Housing Department	Multi Service Center Mural Project	\$ 5,200
Oxnard Housing Department - AHRD	Homeownership Assistance Program	\$ 125,000
Oxnard Housing Department - AHRD	Housing Services	\$ 200,000
Oxnard Housing Department - AHRD	Housing First- Acquisition for Rehabilitation Program	\$ 420,153
Oxnard Public Works Department - Parks	Pleasant Valley Park Ball Court	\$ 68,000
Oxnard Public Works Department - Parks	La Colonia Green Alleys and Mural	\$ 50,000
Oxnard Housing Department - Homeless Division	Homeless Shelter Portable Facilities	\$ 240,000
Oxnard Housing Department - Homeless Division	One Stop Facility Rehabilitation	\$ 120,000
Oxnard Cultural & Community - Recreation	Police Activity League (PAL) Facility Rehabilitation	\$ 30,000
Total Public Improvements & Other City Programs		\$ 1,738,353

TOTAL CDBG GRANT EXPENDITURES \$ 2,674,388

HEARTH EMERNGENCY SOLUTIONS GRANT (HESG)**HESG AVAILABLE RESOURCES**

HUD HESG Allocation	\$	221,083
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TOTAL HESG GRANT RESOURCES

\$	221,083
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RECIPIENT DEPT/DIV-ORGANIZATION**PROGRAM NAME**

Housing Department-Homeless Division	HESG Administration & Planning (7.5 %)	\$	16,581
Housing Department-Homeless Division	Case Management Homeless Prevention & Rapid ReHousing	\$	71,853
Housing Department-Homeless Division	Street Outreach	\$	52,649
The Kingdom Center	Emergency Shelter	\$	30,000
Turning Point Foundation	Our Place Shelter	\$	50,000
	TOTAL HESG GRANT EXPENDITURES	\$	221,083

HOME INVESTMENT PARTNERSHIP (HOME)**HOME Available Resources**

HUD HOME Allocation	\$	776,134
Program Income	\$	100,000

TOTAL HOME GRANT RESOURCES

\$	876,134
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Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	\$	87,613
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	\$	116,420
Oxnard Housing Department - AHRD	Affordable Housing Development Project	\$	672,101

TOTAL HOME GRANT EXPENDITURES

\$	876,134
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ENTITLEMENTS GRAND TOTAL

\$	3,771,605
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City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: grantsmanagement@oxnard.org



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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

Purpose of the Citizen Participation Plan (OCPP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires 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.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; 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).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

Citizen Participation for Section 108 Loan Guarantee Program

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. 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.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

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

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (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, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. 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. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

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.

Amendments to the Plan

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- A change in its allocation priorities or a change in the method of distribution of funds occurs;
- A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

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.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE OF 2nd PUBLIC HEARING
CONSOLIDATED PLAN, 2020 ANNUAL
ACTION PLAN and ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit:

May 14, 2020

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

14th day of May 2020


(Signature)

CITY OF OXNARD

NOTICE OF 2nd PUBLIC HEARING

CONSOLIDATED PLAN, 2020 ANNUAL ACTION PLAN and ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

June 16, 2020 at 6:00 or Thereafter

NOTICE IS HEREBY GIVEN that the City of Oxnard City Council (Council) will conduct a public hearing on Tuesday, June 16, 2020 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 305 West Third Street, Oxnard, California. The purpose of the hearing is to receive public comments on the final draft 2020-2024 Ventura County Regional Consolidated Plan, the final draft 2020 Ventura County Analysis of Impediments to Fair Housing Choice and the 2020 Annual Action Plan, prior to seeking final approval by the City of Oxnard City Council. The beginning of the 30-day public review and written comment period begins on May 15, 2020, and concludes on June 16, 2020. The U.S. Dept. of Housing and Urban Development (HUD) requires communities that receive annual HUD Entitlement Grants from the Office of Community Planning and Development (CPD) programs; Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) and the Health Emergency Solutions Grant (HESG), must submit a consolidated plan and annual action plan for approval from HUD before grants funds are released for the Plan year 2020, beginning on July 1, 2020. The five year Ventura County Regional Consolidated Plan is a collaborative document that assesses housing and community development needs of Ventura County and participating jurisdictions, analyzed housing markets and develops goals, strategies and priorities to address identified needs of the low to moderate income residents. The 2020-24 Regional Consolidated Plan will be the basis for the objectives of the City of Oxnard's 2020 Annual Action Plan, which will support addressing unmet needs of low to moderate income residents by funding specific activities, and the action plan activities through Plan year 2024.

HUD approved that the City of Oxnard participate in the five year 2020-2024 Ventura County Regional Consolidated Plan. The Plan results support development of six (6) goals for the City of Oxnard: 1) Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County; 2) Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship; 3) Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents. 4) Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness. 5) Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards. 6) Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

To receive annual allocations for each of the five years within the consolidated plan, an annual action plan will be prepared and submitted to HUD in June 2020 after City Council approval. This will be the 2020 Annual Action Plan, which will implement specific activities that meet the goals developed in the consolidated plan. The City of Oxnard received applications and community input as to the activities set forth in the 2020 Annual Action Plan. HUD 2020 program year allocations together with program income are resources that support \$2,644,388 for CDBG, \$876,135 for HOME and \$221,083 for HESG programs that benefit City of Oxnard's low to moderate income residents.

The City of Oxnard is required to submit to HUD an Analysis of Impediments to Fair Housing (AI). The City and the County of Ventura collaborated on the production of the AI, which covers the entirety of Ventura County. The draft AI presents a demographic profile of the County of Ventura, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents. This report also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing.

PUBLIC COMMENTS

The 2020-2024 Ventura County Regional Consolidated Plan, the 2020 Annual Action Plan and the 2020 County of Ventura Analysis of Impediments are available for public review at the following website:

<https://www.oxnard.org/city-department/housing/grants-management/>.

Also, a listing of 2020 Annual Action Plan Funding Recommendations, corresponding to the activities referenced above, is found at the web link above.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from on the City's website at [Oxnard.org/city-meetings](https://www.oxnard.org/city-meetings), Spectrum channel 10, Frontier channel 35 or YouTube at [YouTube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: [Oxnard.org/city-meetings](https://www.oxnard.org/city-meetings), or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Roel Briones, Grants Manager, at (805) 385-7959. Written comments may be addressed to the following:

City of Oxnard - Housing Department
Grants Management Division
435 South D Street
Oxnard, CA 93030



Published VCVN Date: 5/14/20

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

AVISO DE 2ª AUDIENCIA PÚBLICA PLAN CONSOLIDADO, PLAN DE ACCIÓN ANUAL 2020 Y ANÁLISIS DE IMPEDIMENTOS PARA LA ELECCIÓN DE VIVIENDA JUSTA

STATE OF CALIFORNIA
COUNTY OF VENTURA

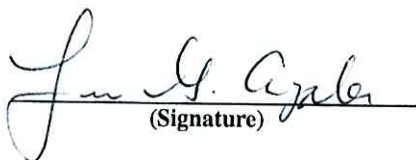
I, Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

May 14, 2020

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

14th day of May, 2020


(Signature)

AVISO DE 2ª AUDIENCIA PÚBLICA

PLAN CONSOLIDADO, PLAN DE ACCIÓN ANUAL 2020 Y ANÁLISIS DE IMPEDIMENTOS PARA LA ELECCIÓN DE VIVIENDA JUSTA

16 de junio de 2020 a las 6:00 o después

SE AVISA QUE el Consejo de la Ciudad de Oxnard llevará a cabo una audiencia pública el martes 16 de junio de 2020 a las 6:00 p.m., o tan pronto como sea posible, en las Cámaras del Consejo de la Ciudad, 305 West Third Street, Oxnard, California. El propósito de la audiencia es recibir comentarios públicos sobre el borrador final del Plan Consolidado Regional del Condado de Ventura 2020-2024, el borrador final del Análisis de Impedimentos 2020 del Condado de Ventura para la Elección de Vivienda Justa y el Plan de Acción Anual 2020, antes de solicitar la aprobación final del Consejo de la ciudad de Oxnard. El comienzo del período de revisión pública de 30 días y comentarios escritos comienza el 15 de mayo de 2020 y concluye el 16 de junio de 2020.

El Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) de los Estados Unidos requiere que las comunidades reciban subvenciones anuales de derechos de HUD de los programas de la Oficina de Planificación y Desarrollo Comunitario (CPD); Community Grant Block Development (CDBG), HOME, Investment Partnership Act (HOME) y Hearth Emergency Solutions Grant (HESG), deben presentar un plan consolidado y un plan de acción anual para su aprobación por parte de HUD antes de que se liberen los fondos de las subvenciones para el año 2020 del Plan, a partir del 1 de julio de 2020. El plan consolidado regional de cinco años del condado de Ventura es un documento de colaboración que evalúa las necesidades de vivienda y desarrollo comunitario del condado de Ventura y las jurisdicciones participantes, analiza los mercados de vivienda y desarrolla objetivos, estrategias y prioridades para abordar las necesidades identificadas de residentes de ingresos moderados. El Plan Consolidado Regional 2020-24 será la base de los objetivos del Plan de Acción Anual 2020 de la Ciudad de Oxnard, que respaldará abordar las necesidades insatisfechas de los residentes de ingresos bajos a moderados mediante el financiamiento de actividades específicas, y las actividades del plan de acción hasta el año del Plan 2024.

HUD aprobó que la Ciudad de Oxnard participe en el Plan Consolidado Regional del Condado de Ventura 2020-2024 de cinco años. Los resultados del Plan apoyan el desarrollo de seis (6) objetivos para la Ciudad de Oxnard: 1) Crear y preservar oportunidades de vivienda asequible estable, segura y resistente para propietarios e inquilinos, incluyendo grupos con necesidades especiales, como trabajadores agrícolas, personas con discapacidades y ancianos en todo el condado de Ventura. 2) Mejorar la estabilidad económica y la prosperidad al aumentar las oportunidades económicas para los residentes a través de la capacitación laboral y la promoción del espíritu empresarial local. 3) Aumentar el acceso a servicios de salud y bienestar, actividades juveniles, actividades para personas mayores y actividades de servicio social para los residentes. 4) Trabajar junto con el Cuidado Continuo de vivienda, refugio de emergencia y servicios sociales a personas sin hogar o personas en riesgo de quedarse sin hogar. 5) Mejore el acceso a vecindarios de calidad, resilientes y habitables al mejorar las instalaciones y la infraestructura de propiedad pública, como parques, calles, banquetas y edificios comunitarios, incluida la mejora de la accesibilidad para cumplir con los estándares de la Ley de Estadounidenses con Discapacidades (ADA). 6) Crear y mantener programas efectivos de vivienda y desarrollo comunitario que aborden las necesidades prioritarias enumeradas en el Plan Consolidado, cumplan con todos los requisitos de Vivienda y Desarrollo Urbano de EE. UU. (HUD) y logren las metas y objetivos establecidos por cada jurisdicción del Condado de Ventura. Para recibir asignaciones anuales para cada uno de los cinco años dentro del plan consolidado, se preparará un plan de acción anual y se presentará a HUD en junio de 2020 después de la aprobación del Concejo Municipal. Este será el Plan de Acción Anual 2020, que implementará actividades específicas que cumplan con los objetivos desarrollados en el plan consolidado. La Ciudad de Oxnard recibió solicitudes y aportes de la comunidad en cuanto a las actividades establecidas en el Plan de Acción Anual 2020. Las asignaciones anuales del programa HUD 2020 junto con los ingresos del programa son recursos que respaldan \$2,644,388 para CDBG, \$876,135 para HOME y \$221,083 para programas HESG que benefician a los residentes de bajos a moderados de la Ciudad de Oxnard.

COMENTARIOS DEL PÚBLICO

El Plan Consolidado Regional del Condado de Ventura 2020-2024, el Plan de Acción Anual 2020 y el Análisis de Impedimentos del Condado de Ventura 2020 están disponibles para revisión pública en el siguiente sitio web: <https://www.oxnard.org/city-department/housing/grants-management/>.

Además, se encuentra una lista de las Recomendaciones de Financiación del Plan de Acción Anual 2020, correspondientes a las actividades mencionadas anteriormente, en el enlace web anterior.

De conformidad con la orden del Funcionario de Salud Pública del Condado de Ventura y la Orden Ejecutiva N-33-20 del Gobernador, todos los edificios de la ciudad están temporalmente cerrados al público. Se alienta al público a ver la reunión desde el sitio web de la Ciudad en Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35 o YouTube en YouTube.com/oxnardnews. Las grabaciones de video generalmente están disponibles en línea inmediatamente después de la reunión.

El público puede enviar comentarios al Consejo por correo electrónico a cityclerk@oxnard.org a más tardar a las 3:00 p.m. en el día de la reunión. Identifique la fecha de la reunión y el artículo de la agenda en la línea Asunto.

Una opción telefónica para comentarios públicos también está disponible en este momento debido a la orden "Quedarse en casa". Las solicitudes para hablar deben presentarse a más tardar a las 3:00 p.m. en el día de la reunión. Use el formulario en el sitio web de la ciudad para enviar su solicitud: Oxnard.org/city-meetings, o llame a la Oficina del Secretario de la Ciudad al (805) 385-7803, o envíe su solicitud por correo electrónico a cityclerk@oxnard.org.

Las personas con discapacidades que necesiten asistencia especial para participar en la audiencia, o las personas que requieran un traductor, también deben comunicarse con la Oficina del Secretario de la Ciudad al menos 72 horas antes de la reunión.

Para más información, contacte a Roel Briones, Gerente de Subvenciones, al (805) 385-7959. Los comentarios escritos pueden dirigirse a lo siguiente:

Departamento de Vivienda de la Ciudad de Oxnard -
División de Administración de Subvenciones
435 South D Street
Oxnard, CA 93030



Published VCVN Date: 5/14/20

2020-2024 REGIONAL CONSOLIDATED PLAN

ANALYSIS OF IMPEDIMENTS

2020 ANNUAL ACTION PLAN

2nd Public Hearing
City of Oxnard
June 16th 2020



REGIONAL CONSOLIDATED PLAN



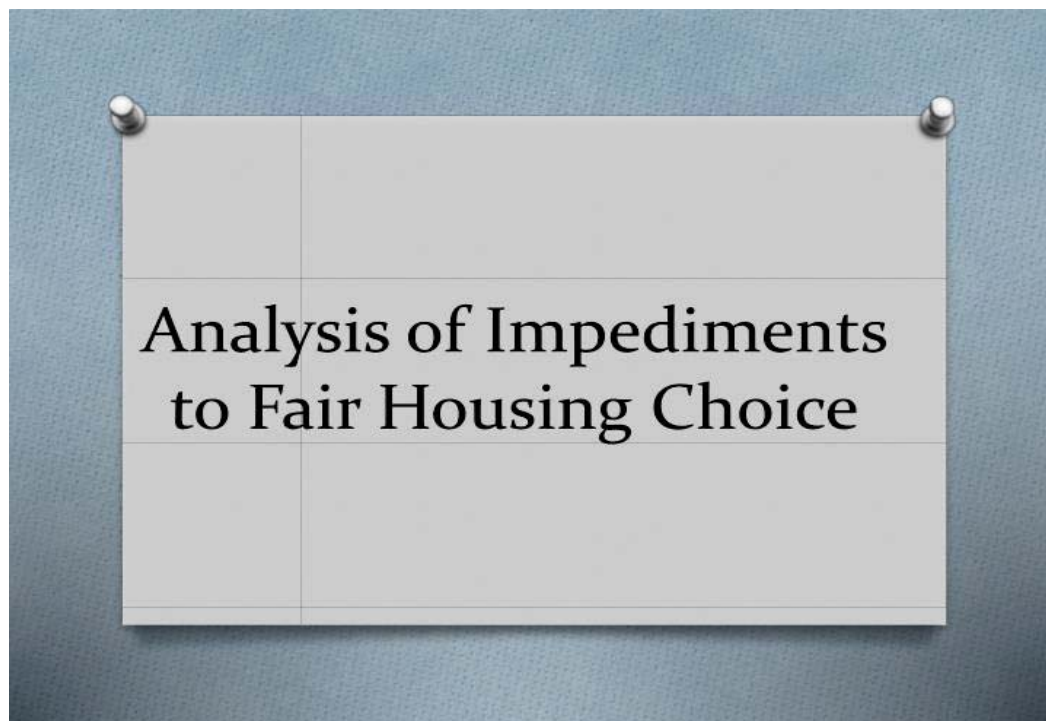
REGIONAL CONSOLIDATED PLAN



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ANALYSIS OF IMPEDIMENTS



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CONSOLIDATED PLAN GOALS

Improve the
Supply of
Affordable
Housing

Enhance
Economic
Stability

Increase Social
Services

Work to End
Homelessness

Create Quality
Neighborhoods

Effective
Administration

June 16, 2020
Page 5



OXNARD PRIORITY NEEDS

- 1. New Rental Housing
- 2. Housing Support and Stability
- 3. Homeownership Opportunities
- 4. Rehabilitation and Preservation of Existing Housing Units
- 5. Assistance for Senior Residents
- 14. Disaster Planning and Recovery

**Improve Affordable
Housing**



- 6. Increase Job Skills
- 7. Façade Improvements
- 8. Local Entrepreneurship

**Enhance Economic
Stability**



- 2. Housing Support and Stability
- 5. Assistance for Senior Residents
- 9. Social Services
- 10. Youth Activities and Services
- 14. Disaster Planning and Recovery

**Increase Social
Services**



- 2. Housing Support and Stability
- 11. Homelessness

**Work to End
Homeless**



- 2. Housing Support and Stability
- 5. Assistance for Senior Residents
- 12. Streets and Streetscapes
- 13. Parks and Community Space
- 14. Disaster Planning and Recovery
- 15. Utilities and Public Infrastructure

**Create Quality
Neighborhoods**



- 1. New Rental Housing
- 2. Housing Support and Stability
- 3. Homeownership Opportunities
- 4. Rehabilitation and Preservation of Existing Housing Units
- 5. Assistance for Senior Residents
- 6. Increase Job Skills
- 7. Façade Improvements
- 8. Local Entrepreneurship
- 9. Social Services
- 10. Youth Activities and Services
- 11. Homelessness
- 12. Streets and Streetscapes
- 13. Parks and Community Space
- 14. Disaster Planning and Recovery
- 15. Utilities and Public Infrastructure

**Effective
Administration**



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ESTIMATED FIVE YEAR ALLOCATION

Oxnard

Estimated 5-year Allocations:

CDBG*	\$ 13,080,455
HOME*	\$ 4,132,635
ESG	\$ 1,061,805
	\$ 18,274,895

Goal		CDBG*		HOME*		ESG	
	%	\$		%	\$	%	\$
1. Create and preserve housing	26%	\$ 3,400,918		90%	\$ 3,719,372	0%	\$ -
2. Enhance economic stability	0%	\$ -		0%	\$ -	0%	\$ -
3. Increase access to health, wellness and other services	15%	\$ 1,962,068		0%	\$ -	0%	\$ -
4. Homeless prevention and services	3%	\$ 392,414		0%	\$ -	92.5%	\$ 982,170
5. Public Facilities/ Infrastructure	36%	\$ 4,708,964		0%	\$ -	0%	\$ -
6. Administration*	20%	\$ 2,616,091		10%	\$ 413,264	7.5%	\$ 79,635
TOTAL	100%	\$ 13,080,455		100%	\$ 4,132,635	100%	\$ 1,061,805

*Includes Program Income (PI)

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ANNUAL ACTION PLAN



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COMMUNITY DEVELOPMENT BLOCK GRANT



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ANNUAL ACTION PLAN

<u>CDBG Categories</u>	<u>FY 2019-2020 Approved</u>	<u>FY 2020-2021 Recommended</u>
Administration	\$523,218	\$ 534,877
<u>Public Services</u>		
Caregivers: Volunteers Assisting the Elderly	\$12,500	\$12,500
County of Ventura-Human Services Agency RAIN	\$10,000	\$10,000
Fair Housing	\$108,000	\$100,132
Livingston Memorial Visiting Nurses Association	\$20,000	\$20,000
Colonia Branch Library	No Application	\$30,000
Colonia Boxing Gym	\$30,000	\$17,500



COUNTY OF VENTURA

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ANNUAL ACTION PLAN

<u>Public Services Continued</u>	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Colonia Memorial Park Veterans Gym	\$55,566	\$43,800
Colonia Recreation Center	\$49,800	\$30,000
Police Activities League	\$50,000	\$40,500
Rec On The Go	No Application	\$42,500
Palm Vista Senior Center	\$35,000	\$35,000
Shelter Care Resources	No Application	\$ 19,226
Cabrillo Economic Development Corp-Youth	\$10,000	No Application
Grey Law of Ventura County	\$10,000	No Application



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ANNUAL ACTION PLAN

<u>Public Services Continued</u>	<u>FY 2019-2020 Approved</u>	<u>FY 2020-2021 Recommended</u>
Senior Services	\$35,000	\$ 0
Mixteco & Indigena Community Organizing Project	\$10,000	No Application
<i>Public Service Total</i>	<i>\$435,866</i>	<i>\$ 401,158</i>
<u>Public Services Unfunded</u>	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Fire Community Paramedicine Program	--	\$0



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ANNUAL ACTION PLAN

<u>Public Improvements & Other City Programs</u>	<u>FY 2019-2020 Approved</u>	<u>FY 2020-2021 Recommended</u>
Code Compliance	\$233,000	\$285,000
Fire Emergency Operations Center	--	\$195,000
Multi Service Center Mural	\$5,217	\$5,200
Homeownership Assistance Program	--	\$125,000
Housing Services	\$200,000	\$200,000
Housing First – Acquisition for Rehabilitation Program	--	\$ 420,153
Pleasant Valley Park Ball Court	--	\$ 68,000
La Colonia Green Alleys and Mural	--	\$ 50,000



Code Compliance

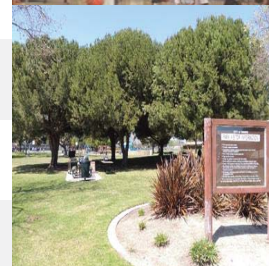


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ANNUAL ACTION PLAN

<u>Public Improvements & Other City Programs Continued</u>	<u>FY 2019-2020 Approved</u>	<u>FY 2020-2021 Recommended</u>
Homeless Shelter Portable Facilities	--	\$240,000
One Stop Facility Rehabilitation	--	\$ 120,000
Police Activity Facility Rehabilitation	--	\$ 30,000
Fire ALS Program Vehicle	\$ 70,000	--
Fire Station Alerting Systems	\$ 225,000	--
Fire Mobile Data Center	\$ 125,000	--
Homeless Shelter Bldg Improvements	\$ 384,987	--



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ANNUAL ACTION PLAN

<u>Public Improvements & Other City Programs Continued</u>	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Wilson Park Inclusive Playground	\$ 475,000	--
Pleasant Valley Park Restroom	\$ 325,000	--
Colonia Road Improvement	\$107,248	--
<i>Public Improvements Total</i>	<i>\$2,350,452</i>	<i>\$1,738,353</i>
<u>Public Improvements & Other City Programs Unfunded</u>	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Sea Air Park Walking Track	--	\$ 0
Economic Development Collaborative-Ventura County	--	\$ 0
<u>CDBG Total</u>	<u>\$ 3,309,536</u>	<u>\$ 2,674,388</u>



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EMERGENCY SOLUTIONS GRANT

EMERGENCY SOLUTIONS GRANT



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ANNUAL ACTION PLAN

Hearth Emergency Solutions Grant	<u>FY 2019-2020 Approved</u>	<u>FY 2020- 2021 Recommended</u>
Administration (7.5%)	\$15,927	\$ 16,581
Community Action	\$25,000	No Application
Oxnard Housing Rapid Rehousing	\$56,818	--
Oxnard Housing Case Management	--	\$71,853
Oxnard Housing Street Outreach	\$61,822	\$ 52,649
Kingdom Center HMIS	\$3,000	\$0
Kingdom Center Emergency Shelter	\$30,000	\$30,000
Turning Point Emergency Shelter	\$50,000	\$50,000
HESG TOTAL	\$ 242,567	\$ 221,083

MERCYHOUSE



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HOME INVESTMENT PARTNERSHIPS



**Home Investment Partnerships
Program**

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ANNUAL ACTION PLAN

HOME	<u>FY 2019-2020 Approved</u>	<u>FY 20120- 2021 Recommended</u>
Administration (10%)	\$81,153	\$87,613
CHDO Set-Aside (>15%)	\$121,729	\$116,420
Affordable Housing Development Project	\$1,171,171	\$672,101
Affordable Housing Programs	\$480,000	\$0
HOME TOTAL	\$1,854,053	\$876,134



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QUESTIONS?

Written comments to:
emilio.ramirez@oxnard.org
 or
roel.briones@oxnard.org

2020 Annual Action Plan
 2020-2024 Ventura County Regional Consolidated Plan
 2020-2024 Analysis of Impediments



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: June 16, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Rd. Affordable Housing Development (10/30/10)

RECOMMENDATION

That the City Council adopt a resolution granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of \$1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

BACKGROUND

The City of Oxnard receives an annual allocation of HOME funds from the United States Department of Housing and Urban Development for the production of affordable housing. Currently, the City's HOME fund (Fund 295) has a balance of \$1,402,087 from prior year allocations and program income that has not been committed to other projects. The City will receive an additional \$776,134 in FY 2020-2021 as part of its new 2020 program year allocation.

The Oxnard Housing Department has received a funding application from Cabrillo Economic Development Corporation requesting HOME funds to support a financial gap of \$1,000,000 for the development of forty-one extremely low and very low-income rental units and one unrestricted manager's apartment on an approximately 1.97-acre site located at 2161 Etting Road in Oxnard, more commonly known as the Etting Road Apartments.

Cabrillo Economic Development Corporation is a non-profit housing organization that works to provide affordable housing to low-income households for sale or for rent. For the past thirty-eight years Cabrillo Economic Development Corporation has been one of the leading nonprofit housing developers in Ventura County. Cabrillo Economic Development Corporation's service area is Ventura and Santa Barbara Counties. Cabrillo Economic Development Corporation currently manages twenty-three owned properties in Ventura County totaling 1,129 apartments, including two senior housing communities in the City of Santa Paula and Simi Valley, and three special needs housing developments in Oxnard. Cabrillo Economic Development Corporation will be the developer, and once the project is operational, will also act as the property manager for the Etting Road Apartments.

The Etting Road Apartments received approval for its Design Development Review Permit on June 27, 2018 and received approval of a Density Bonus Permit on August 2, 2018. The project is located on an All Affordable Housing Opportunity Program designated site, allowing for a density of up to 48 units per acre.

The proposed Etting Road Apartments development will be arranged as one complex separated into four building quadrants of two and three stories in height. There will be 2 two-story buildings and 2 three-story buildings and all the units are designed as stacked flats. One of the four buildings will contain housing units and a community center. The

development will be comprised of 2 one-bedroom units, 21 two-bedroom units, 18 three-bedroom units, and 1 two-bedroom manager's unit. The units will range from 735 to 1,083 square feet. Each unit will have a patio and storage area. On-site amenities will include a 2,000 square foot community room that will include a computer room, property management office, resident services office and kitchenette. The project will be developed with a community garden space, a play area and tot lot, two detached trash enclosures and two carports.

DISCUSSION

The proposed action will provide conditional approval of \$1,000,000 in HOME funds to Cabrillo Economic Development Corporation for the development of a multi-family affordable housing development consisting of forty-one affordable rental units and one manager's unit targeting farmworker families earning 30%, 45%, and 50% of area median income. Cabrillo Economic Development Corporation will be submitting a 9% tax credit funding application in July to the California Tax Credit Allocation Committee. If approved by Council, Cabrillo Economic Development Corporation will include Council's authorizing resolution as part of their tax credit application to show conditional commitment of City HOME funds. HOME funding regulations require that all other financing for a proposed development is secured prior to final commitment of HOME funds. Therefore, Cabrillo Economic Development Corporation is only eligible to receive conditional approval for HOME funding at this time. Final commitment of HOME program funding is subject to the following conditions:

1. Securing all other necessary financing for development of the project, including tax credit equity financing;
2. Completing all conditions necessary to ensure compliance with HOME and City underwriting requirements and for the City to prepare Loan Documents; and
3. City Council approval of final loan documents.

If approved for HOME funding the HOME Loan Documents will provide the following terms for the City Loan:

1. 3% simple interest;
2. Loan and Regulatory agreement terms of fifty-five years after the closing on the permanent financing for the Project; and
3. The City loan will not be a forgivable loan and repayment will be on a residual receipts basis.

The development will have a minimum of eleven HOME restricted units in total and all eleven will carry a twenty-year restriction. The project is located on an All Affordable Housing Opportunity (AAHOP) site and was granted a Density Bonus which both carry an additional thirty-five years of restrictions on 41 of the units (excludes the manager's unit) for a concurrent total of fifty-five years, per Resolutions Nos. PZ 15-200-01 and 2018-18. The restrictions are in place to ensure that the units remain affordable and are provided to eligible income qualified residents. The eleven HOME-assisted units will require financial reporting and analysis annually to comply with HUD regulations. Federal Davis Bacon wage requirements apply to projects with 12 or more HOME funded units, since this project will have 11 Davis Bacon wage requirements will not be imposed. Monitoring fees for the twenty years of the HOME program are included in the Developer's budget. The total cost of project is estimated to be \$26,805,734.

STRATEGIC PRIORITIES

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

Goal 2. Address homelessness through the development and implementation of a multitiered strategy.

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

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

FINANCIAL IMPACT

There is no financial impact for adoption of this recommendation at this time. However, if a final commitment of HOME funds is approved by the City Council at a later date, \$1,000,000 in City HOME funds will need to be made available to the developer from the HOME Fund 295. If \$1,000,000 in HOME funds is awarded to this project, the HOME fund 295 will have a remaining balance \$402,087. This does not include the City's Program Year 2020 allocation of \$776,134, which would bring the total HOME Fund balance to \$1,178,221.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. CABRILLO RESOLUTION
2. CABRILLO POWER POINT 6.16.20 REVISED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AGREEING TO LOAN HOME FUNDS FOR THE PERMANENT FINANCING OF AN AFFORDABLE HOUSING PROJECT TO BE LOCATED AT 2161 ETTING ROAD, OXNARD, CA AND DEVELOPED BY CABRILLO ECONOMIC DEVELOPMENT CORPORATION, A NONPROFIT PUBLIC BENEFIT CORPORATION OR ITS AFFILIATE

WHEREAS, the California Tax Credit Allocation Committee ("**TCAC**") administers the federal and state Low-Income Housing Tax Credits ("**Tax Credits**") allocation application process, a competitive allocation application process for Tax Credits to providers of housing units for Low-Income households; and

WHEREAS, in connection with applications for an allocation of Tax Credits, TCAC seeks affirmation from local agencies that proposed projects will receive additional financial assistance and that they meet specific housing objectives; and

WHEREAS, Cabrillo Economic Development Corporation, a nonprofit public benefit corporation ("**CEDC**"), (as the Project sponsor) has requested the City of Oxnard (the "**City**") to commit funds in the amount of One Million Dollars (\$1,000,000) (the "**City Loan**") to develop approximately 42-units of affordable lower income rental units (the "**Project**") at 2161 Etting Road in the City which will provide increased affordable housing opportunities in the City; and

WHEREAS, the City is responsible for administering the use of certain funds made available to the City by the United States Department of Housing and Urban Development ("**HUD**") under the HOME Investment Partnerships Program (the "**HOME Program**") in accordance with the regulations issued by HUD and set forth in 24 Code of Federal Regulations ("**CFR**") Part 92 (the "**HOME Regulations**"); and

WHEREAS, the City has received HOME Program funds for the purposes of strengthening public-private partnerships to provide decent, safe, sanitary, and affordable housing, with primary attention to rental housing for low, very low, and extremely low-income households in the City; and

WHEREAS, the sole source of the funding for the City Loan shall be HOME Program funds; and

WHEREAS, CEDC is seeking additional financial assistance from other funding sources, and will leverage the public assistance with other public and other private

financing which is expected to include approximately Seventeen Million Six Hundred Thousand Dollars (\$17,600,000) in Tax Credit equity; and

WHEREAS, the application deadline for the second competitive 9% Tax Credits application round is currently due on July 1, 2020, with allocations anticipated to be announced on September 30, 2020; and

WHEREAS, subject to the conditions of this Resolution, the City will participate in the funding for this Project with the City Loan which will be part of the permanent financing for the Project and expects to negotiate a Loan Agreement and all ancillary documents (the "**Loan Documents**") which would document Project compliance with the HOME Program requirements and consistency with the housing needs identified in the City of Oxnard's Consolidated Plan; and

WHEREAS, the Loan Documents will provide the following terms for the City Loan (the "**City Loan Terms**"): (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the closing on the permanent financing for the Project; and (c) repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split prorata among all soft lenders based on the original principal amount of each soft lender loan (City's portion of soft lender residual receipts is currently estimated to be 8.26%); and

WHEREAS, after holding a duly noticed public hearing, the Planning Commission of the City of Oxnard on August 2, 2018 by Resolution No. 2018-18, determined, in accordance with the California Environmental Quality Act ("CEQA"), that (a) the proposed Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guideline Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines; and (b) the proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services; and

WHEREAS, in accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("**NEPA**"), the City has completed and approved all applicable environmental review for the Project activities proposed to be taken and issued a Finding of No Significant Impact.

NOW, THEREFORE, BE IT RESOLED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The above Recitals are hereby incorporated into the operative provisions of this Resolution.

SECTION 2. Provided that CEDC secures the other necessary financing for the Project including the Tax Credit Equity, and completes all conditions necessary to ensure compliance with HOME and City underwriting requirements and for the City to prepare Loan Documents reflecting City Loan Terms that are approved in the future between CEDC, or an affiliated special purpose entity created to syndicate the tax credits, and the City, the City commits to provide One Million Dollars (\$1,000,000) in HOME funds as a permanent loan for the Project

SECTION 3. The City Manager is authorized to prepare, issue and execute a commitment letter for the City Loan in a form consistent with this Resolution.

SECTION 4. The City Manager is authorized to execute any other form of document required by any lender, investor, regulator or other third party involved in the transaction, so long as the City Manager determines that the substance of such resolution does not materially conflict with the substance and intent of this Resolution.

SECTION 5. The City Manager is authorized to negotiate, prepare and execute the Loan Documents consistent with the intent of this Resolution in a form acceptable to the City Manager and the City Attorney, and any subordination or intercreditor agreements requirement by other lenders to the Project.

SECTION 6. The approvals and commitments made under this Resolution and the commitment of HOME funds hereunder shall terminate automatically without further action of the City Council on the December 31, 2020 if Project has not been awarded Tax Credits and commenced construction by that time.

SECTION 7. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this ____ day of _____, 2020:

I hereby certify that the foregoing is a true copy of the Resolution adopted by the City Council of the City of Oxnard at a meeting held on the ____ day of _____, 2020 and carried by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Conditional Approval Of Home Program Funding For Cabrillo Economic Development Corporation For The Etting Road Apartments Affordable Housing Development

City of Oxnard
June 16th 2020



Background

1. The City of Oxnard receives an annual allocation of home investment partnership program (HOME) funds from the department of housing and urban development (HUD) for the financing of affordable housing.
2. Cabrillo Economic Development Corporation (CEDC), a non-profit affordable housing developer, has submitted a funding application to the housing department requesting \$1,000,000 in HOME funds to leverage with other funding to build a 42-unit affordable housing rental development.
3. The project would target farmworker families earning 35%, 45%, and 50% of the area median income (AMI).
4. CEDC will also be applying for 9% tax credit financing on July 1, 2020

Fund Balance

HOME 295 FUND BALANCE	
Current Balance	\$1,402,087
New Program Year 2020 Allocation	\$776,134
Etting Road Project	-\$1,000,000
Remaining HOME Fund Balance	\$1,178,221

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Location



403

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Project Description

1. Project site is approximately 1.97 acres
2. Includes (2) two-story buildings and (2) three-story buildings with 41 affordable rental units and (1) market rate manager's unit
3. Includes 1, 2, and 3 bedroom units
4. Tot lot/open play area
5. Community center featuring property management office, resident services office, and kitchenette
6. Community garden space

Conditional Approval

1. HOME program funding -requires that all other financing for a proposed development is secured prior to final commitment of home funds
2. CEDC is only eligible to receive conditional approval of HOME funding at this time
3. Final commitment of HOME funding is subject to:
 - a) CEDC securing all other necessary financing for development of the project, including tax credit equity financing;
 - b) CEDC completing all conditions necessary to ensure compliance with HOME and City underwriting requirements and for the city to prepare loan documents;
4. If CEDC satisfies these requirements the Housing Department will return to the city council to authorize final commitment of home funds.
5. IF conditional approval is authorized by council, CEDC will include council's authorizing resolution as part of their tax credit application to show conditional commitment of city HOME funds.

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HOME Program Financing and Terms

If approved for home funding the home loan documents will provide the following terms for the city loan:

- 3% simple interest;
- a) Loan and regulatory agreement terms 55 years after the closing on the permanent financing for the project; and
 - b) Repayment of the city loan will be on a residual receipts basis
1. Will have a minimum of eleven (11) HOME restricted units in total and all eleven will carry a 20-year restriction. (Federal Davis Bacon wage rates will not apply)
 2. Project located on an all affordable housing opportunity (AAHOP) site and was granted a density bonus, both carry an additional thirty-five years of restrictions on 41 of the units (excludes the manager's unit) for a concurrent total of fifty-five years.
 3. The restrictions are in place to ensure that the units remain affordable and are provided to eligible income qualified residents.

That the City Council adopt a resolution granting conditional approval for the housing department to provide gap financing to Cabrillo Economic Development Corporation (CEDC) in the amount of \$1,000,000 using federal HOME funds for construction of the Etting Road Apartments.



QUESTIONS?

Written comments to:
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