Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
January 10, 2012
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 6 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

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.

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

City of Oxnard internet address: www.ci.oxnard.ca.us.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk

1. SUBJECT: Minutes of the Regular Meetings of the City Council for October 11 and November 8, 2011; and Minutes of the Regular Meetings of the Oxnard Financing Authority for November 8, and 15, and December 6 and 13, 2011. (001)
   RECOMMENDATION: Approve.
   Legislative Body: CC/FA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)
   RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   Legislative Body: CC Contact: Edmund Sotelo Phone: 385-7950

3. SUBJECT: Funding for Sewer Line Repair at McGrath State Beach. (017)
   RECOMMENDATION: Approve a special budget appropriation in the amount of $50,000 from the General Fund balance to be paid to California State Parks for needed repairs at McGrath State Beach in Oxnard.
   Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

4. SUBJECT: Change of Name and Logo for the Commission on Community Relations. (019)
   RECOMMENDATION: 1) Authorize the Commission on Community Relations to change its name to the Community Relations Commission; and 2) Approve the first reading by title only and subsequent adoption of an ordinance reflecting this change of name.
   Legislative Body: CC Contact: Luis Guereca Phone: 385-8326

5. SUBJECT: Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc., for Gang Prevention Coordination Services. (027)
   RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc (4932-09-CM) in the amount of $120,000 ($110,000 for compensation and $10,000 for reimbursable expenses) for Gang Prevention Coordination Services, increasing the total amount to $370,000 for services provided since 2009.
   Legislative Body: CC Contact: Grace Magistrale Hoffman Phone: 385-7430

Development Services Department

6. SUBJECT: Parcel Map No. 5747 (Planning & Zoning Permit No. 08-300-2) Located at 2801 E. Channel Islands Boulevard. Filed by Jensen Design & Survey. (041)
RECOMMENDATION: Adopt a resolution approving Parcel Map No. 5747, subject to the conditions set forth in Planning Commission Resolution No. 2008-35.
Legislative Body: CC   Contact: Bryan Foote   Phone: 385-8312

Finance Department

7. SUBJECT: FY 2011-12 Salary Adjustment for Non-Represented Employees. (063)
RECOMMENDATION: Approve a 2% salary adjustment effective January 2, 2012 for non-represented employees, including management, mid-management, and confidential employee classifications as budgeted.
Legislative Body: CC   Contact: James Cameron   Phone: 385-7475

Housing Department

8. SUBJECT: Colonia Multi-Service Center Building Lease. (065)
RECOMMENDATON: 1) That City Council approve and authorize the City Manager to execute a Third Amendment (A-5968) to the Multi-Service Center Building Lease 2005 by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard ("Housing Authority"); and 2) That the Housing Authority Commission approve and authorize the Housing Director to execute a Third Amendment to the Multi-Service Center Building Lease 2005 by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard, ("Housing Authority").
Legislative Body: CC/HA   Contact: William Wilkins   Phone: 385-8041

Police Department

9. SUBJECT: Resolution Commending Randey Cole for Over Twenty-Eight Years of Exemplary Service to the City of Oxnard. (079)
RECOMMENDATION: Adopt the resolution.
Legislative Body: CC   Contact: Eduardo Miranda   Phone: 385-7602

10. SUBJECT: Resolution Commending Robert Contreras for Over Twenty-Six Years of Exemplary Service to the City of Oxnard. (081)
RECOMMENDATION: Adopt the resolution.
Legislative Body: CC   Contact: Eduardo Miranda   Phone: 385-7602

11. SUBJECT: Resolution Commending Martin Ennis for Over Twenty-Two Years of Exemplary Service to the City of Oxnard. (083)
RECOMMENDATION: Adopt the resolution.
Legislative Body: CC   Contact: Eduardo Miranda   Phone: 385-7602

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan.
RECOMMENDATION: Continue to February 7, 2012.
Legislative Body: CC Contact: Norma Owens Phone: 385-7959

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Request to rename a portion of Laurel Street to Coach C Lane (PZ No. 10-650-1). Filed by Morey Navarro. (085)
RECOMMENDATION: Adopt a resolution to approve a request to change the street name of a portion of Laurel Street (between Saviers Road and C Street) to Coach C Lane.
Legislative Body: CC Contact: Linda Windsor Phone: 385-7849

2. SUBJECT: Zone Code Text Amendment (PZ 10-580-01), Providing for Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.
RECOMMENDATION: Removed from Agenda.
Legislative Body: CC Contact: Stephanie Diaz Phone: 385-3918

Housing Department

3. SUBJECT: Very-Low and Low-Income Needs Assessment - FY 2012-2013 Annual Action Plan, Fifth Annual Plan Component of the FY 2008-2013 Consolidated Plan. (091)
RECOMMENDATION: Conduct a public hearing to receive comments and provide direction to Housing Director concerning unmet needs of low and moderate income persons for housing, public facilities and economic development..
Legislative Body: CC Contact: Norma Owens Phone: 385-7959

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

N. CITY COUNCIL/HOUSING AUTHORITY/COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Verbal Update of Oxnard Upgrades to Emergency Alert System; VC ALERT Replaces REVERSE 911
RECOMMENDATION: Receive report.
Legislative Body: CC Contact: Deborah O'Malia Phone: 385-7717

2. SUBJECT: Discussion of Resolution Supporting the Federal Clean Air Act. (Councilmember Carmen Ramirez)

O. REPORTS

Community Development Department

1. SUBJECT: Adoption of a Resolution Designating the City of Oxnard as Successor Agency to the Community Development Commission and Adoption of a Resolution by the City of Oxnard Electing to retain Housing Assets and Functions upon the Dissolution of the Community Development Commission, and Amending the Enforceable Obligation Payment Schedule. (107)
RECOMMENDATION: 1) Amend the Enforceable Obligation Payment Schedule ("EOPS"); 2) Adopt a resolution designating the City of Oxnard as Successor Agency to the former redevelopment agency (the City of Oxnard Community Development Commission) under Part 1.85 of Division 24 of the California Health and Safety Code; and 3) Adopt a Resolution providing for the City of Oxnard to retain the assets and perform the housing functions of the City of Oxnard Community Development Commission.
Legislative Body: CC/CDC Contact: Curtis Cannon Phone: 385-7407

Finance Department

2. SUBJECT: Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2010-11 and Fiscal Year 2011-12 Financial Update. (123)
RECOMMENDATION: 1) Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2010-11; and 2) Receive an update of the Fiscal Year 2011-12 financial status.
Legislative Body: CC Contact: James Cameron Phone: 385-7708

Public Works Department

3. SUBJECT: Short Term Service Agreement for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) (127)
RECOMMENDATION: Approve and authorize the Mayor to execute a Service Agreement (A-7465) for a one year term from February 1 , 2012 to January 31, 2013 between the City of Oxnard and BLT Enterprises of Oxnard, Inc., a wholly owned subsidiary of Republic Services, Inc. for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials (Short Term Service Agreement); and to execute the attached Settlement Agreement and Mutual Release (Agreement No. A-7469).
Legislative Body: CC Contact: Grant Dunne Phone: 340-8365

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.

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

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

T. ADJOURNMENT

MINUTES

AGENDA ITEM NO. I-1

OXNARD CITY COUNCIL
Regular Meeting
October 11, 2011

A. ROLL CALL/POSTING OF AGENDA

At 6:02 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Edmund Sotelo, City Manager; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The following individuals provided comments: Betty Alarez Ham; James Stock; Bert Perello; and Harold Ceja.

C. CLOSED SESSION

At 6:16 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(C) and (D) based on existing facts and circumstances and a written threat of litigation as stated in the closed session agenda description, there is significant exposure to litigation against the city in one potential case.

The City Council also recessed to a closed session to conduct the Employee Performance Evaluations of the City Manager and City Attorney.

At 7:09 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:11 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden presided. Additional staff members present were: Curtis P. Cannon, Community Development Director; Jeri Williams, Police Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Chris Williamson, Principal Planner; and Martin Erickson, Special Assistant to the City Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Gloria Roman; William Terry; Jim Hensley; Sofie Rivera; Larry Stein; Martin Jones; Tony Cordero (GenON Energy); Pat Brown; and Bert Perello.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Larry Stein; Pat Brown; Bert Perello; and William "Bill" Terry.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the City Council for September 13, 2011; Adjourned Meeting of August 2, 2011; and Special Meetings of August of 2 and 25, 2011. (001)
RECOMMENDATION: Approve.

City Manager

2. SUBJECT: Agreements for City Council Review. (013)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
DISCUSSION: City staff provided information to the City Council who provided comments and direction to staff.

Development Services Department

3. SUBJECT: Intelligent Transportation System (ITS) Project. (017)
RECOMMENDATION: Adopt Project Specification No DS 12-01 for the citywide installation of the Intelligent Transportation System (ITS) Project.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Pinkard/Holden)
Ayes: Pinkard, MacDonald, Flynn, Ramirez, and Holden.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

Mayor Holden opened the public hearing. The City Clerk reported on publication and that there were 10 written communications received.

Development Services Department

1. SUBJECT: Adoption of the Final Oxnard 2030 General Plan (PZ 10-620-01) and Adoption of Statement of Overriding Considerations and Findings of Fact. (019)

RECOMMENDATION: 1) Receive a report regarding the Teal Club Specific Plan school location, revised Policy CD-20.1, and miscellaneous technical corrections; and 2) Adopt **Resolution No. 14,118** adopting the 2030 General Plan and the Statement of Overriding Considerations and Findings of Fact pursuant to the California Environmental Quality Act (CEQA) related to the 2030 General Plan.

DISCUSSION: The Principal Planner reviewed questioned parts of the proposed 2030 Plan including placement of an elementary school site, Harbor District overlay, water development policy and zoning of the Ormond Beach area.

The following individuals provided comments: Gloria Roman; William Bill Terry; Jim Hensley; Denis O'Leary; Ana Del Barba; Ernest Morrison; Al Duff; Jorge Gutierrez; George Yin, Oxnard Elementary School attorney; Gary Roach; Larry Stein; Paul Graham; Amy Carter; Jurgen Gramckow; Tom Dearorff; Jeremy Meyer; Morey Navarro; Larry Godwin; Shirley Godwin; Pat Brown; Julie Pena; Linda Krop; Steve Nash; Bert Perello; Janis McCormick; Nancy Lindholm; Joseph O'Neill; Michael Stubblefield; Kate Brolan; Trisha Munro; Trevor Smithe; Frank Nilsen; Karine Adalian; Francisco Romero; Ana Cristina Flores (Assemblymember Das Williams Office); Jean Roundtree; Gustavo DeHaro; Beatriz Garcia; and Daniel Lechliter.

ACTION: Close the public hearing. (Holden/MacDonald)

DISCUSSION: The Development Services Director reviewed the status of the Seabridge Specific Plan regarding elementary school site.

The Council discussed several issues including: the request of the Oxnard School District; zoning of the Ormond Beach area, Oxnard Harbor overlay, water supply issues and development of parks.

ACTION: Move to zone 122 acres south of Hueneme Road as Planning Reserve and remaining acreage to be zoned as Resource Protected. (Flynn/Ramirez) Ayes: Flynn. Noes: Pinkard, MacDonald, Ramirez, and Holden.

Move to adopt the 2030 General Plan with stated changes to 'Public/Semi-Public" and "Business Research Park" land use descriptions; enlargement of the Teal Club Public/Semi-Public designated area to approximately 12 acres; staff recommended changes to Policies CD-20.1, CD-21.3, and CD-22.1; and designation of the 595 acres between Arnold Road and Edison Drive and south of Hueneme Road to Planning Reserve, (Pinkard/Holden) Ayes: Holden, Pinkard, MacDonald, and Ramirez. Noes: Flynn.

M. REPORT OF CITY MANAGER

1. SUBJECT: New Orleans Saints Training Camp Summary.
   RECOMMENDATION: Hear and Consider a Verbal Report Regarding the New Orleans Saints Training Camp.
   ACTION: Continue to future date.

N. CITY COUNCIL/BUSINESS/COMMITTEE REPORTS

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:43 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
November 8, 2011

A. ROLL CALL/POSTING OF AGENDA

At 5:31 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Edmund Sotelo, City Manager; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; and Jeri Williams, Police Chief.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Comments were received from Bert Perello

C. CLOSED SESSION

At 5:35 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(C). Based on the existing facts and circumstances, there is significant exposure to litigation against the City and Community Development Commission in one potential case based upon a written threat of litigation which is available for inspection at the City Clerk's office during normal business hours.

Based on existing facts and circumstances and on the advice of the City Attorney, the City Council also recessed to a closed session, pursuant to Government Code section 54956.9 (c), to decide whether to initiate litigation in one potential case.

The City Council also recessed to a closed session to conduct the Employee Performance Evaluation of the City Manager.

At 7:24 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:26 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission, Housing Authority and Financing Authority. The meeting opened with the pledge of allegiance to the flag of the United States by Cub Scouts Pack No. 3251 Color Guard and Pledge of Allegiance. Mayor Holden presided. Additional staff members present were: William "Bill" Wilkins, Housing Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Christina Aerenlund, Public Information Officer; and Jaime Arellano, Family Self-Sufficiency Coordinator.

E. CEREMONIAL CALENDAR

SUBJECT: Presentation of Commendations to Graduates of the Housing Authority's Family Self-Sufficiency Program
DISCUSSION: The Housing Director and Family Self-Sufficiency Coordinator, recognized Arturo Fitz, Hilda Ceja, and Ernesto Alarcon who had completed the Housing program which helps residents with the process to buy a home.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Larry Stein; William Terry; Nancy Pedersen; Steve Nash; Steve Fleischer; Armando Garcia; Marco Benitez; Miguel Espinosa; Shirin Anderson; Pat Brown; Daniel Lechliter; Carlos Licea de Verona; Julia Pena and Bert Perello. (Lupe Anguiano comment card.)

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Manager

2. SUBJECT: Agreements for City Council Review. (057)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Pinkard) Ayes: Holden, Pinkard, MacDonald, Flynn, and Ramirez.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

The City Manager reported on: Veteran's Day Event, at Plaza Park on November 11; no "fracking" (an oil drilling process) would happen in Oxnard due to the local rock formation; and efforts to solve an odor problem at Rose Avenue and Third Street.

N. CITY COUNCIL BUSINESS COMMITTEE REPORTS

City Manager Department

1. SUBJECT: 2012 Meeting Schedule for Legislative Bodies. (059)

RECOMMENDATION: Meet on the following dates during the calendar year 2012: January 10 and 24; February 7, 14, and 28; March 6, 20, and 27; April 3, 10, 17, and 24; May 1, 8, and 15; June 5, 12, 19, and 26; July 10, 17, and 24; August NO MEETINGS; September 11, 18, and 25; October 2, 9, 16, and 23; November 6 and 27; December 4 and 11, 2012.
DISCUSSION: The Council commented on scheduling of future strategic council meeting dates.
ACTION: Approved as recommended, (Holden/Pinkard), unanimously.

COMMUNITY DEVELOPMENT, HOUSING AUTHORITY AND FINANCING AUTHORITY

At 8:23 p.m. the joint meetings with the Community Development Commission; Housing Authority and Financing Authority concluded.

2. SUBJECT: Simultaneous Broadcast in Spanish of City Council Meetings. (063)
RECOMMENDATION: Review and approve the broadcasting of City Council meetings with simultaneous voice over Spanish interpretation, as the most practical and cost effective option.
DISCUSSION: The Public Information Officer reviewed possible options to broadcast Council meetings in Spanish including costs.

The City Council commented on: the need to reach out to all of the community; the estimated numbers of Spanish users; the communication needs of the community; and use of SAP as an option.

The following individuals provided comments: Larry Stein; Gloria Roman; Nancy Pedersen; Alice Madrid; Jim Hensley; Carlos Lieea de Verona; Marco Benitez; Jose L. Velazco; Suguet Lopez; Theadra Dariff-Cornyn; Daniel Lechliter; Lauro Barajas; Pat Brown; Denise Rodriguez; Ana Leguerenne; Romelia Garcia; Nadia Gutierrez; Julia Pena; Ruben Gutierrez; Esequiel Rosas; Barbara Maci-Oritz; Jorge Napoles; Frank Barajas; Bert Perello and Mario Quintana.

ACTION: The City Council directed staff to place a SAP (audio) system in the Council Chambers and that staff return with data as to the use of the system. (Ramirez/Holden) Ayes: Pinkard, MacDonald, Ramirez, and Holden. Noes: Flynn.

Councilmember Flynn moved that Spanish subtitles to be used for council meeting broadcasts instead of voice overs in Spanish to allow viewers to follow meetings in English and Spanish and that city staff work with the college and high school districts to provide more opportunities for 0xnard residents to learn English. The motion failed without a second.

The City Council also discussed: Many Mansions organization; possible recognition of the work of young persons in the community; recognition of returning veterans from overseas; having a community healthy eating program (with possible partnerships with St. John's Hospital; Las Clinicas; Kaiser Permanente); job fair for veterans at CBC base; discussion at Oxnard College meeting regarding budget; and the perseveration of local historical buildings.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

City Manager

1. SUBJECT: Oxnard Downtown Management District Update.
RECOMMENDATION: Receive a verbal update on ODMD activities.
ACTION: Remove from agenda.

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:19 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 8, 2011

A. ROLL CALL/POSTING OF AGENDA

At 7:26 p.m., the regular meeting of the Oxnard Finance Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission and Housing Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Edmund F. Sotelo, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Cub Scouts Pack No. 3251, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of Regular Meetings of the Oxnard Financing Authority April 12, 19, 26, May 3, 10, 17, June 7, 14, 21, 28, July 12, 19, 26, September 13, 20, 27, October 4, 11, 18, 25 and November 1, 2011. (001)
RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Pinkard) Ayes: Holden, Pinkard, MacDonald, Flynn, and Ramirez.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

City Manager Department

1. SUBJECT: 2012 Meeting Schedule for Legislative Bodies. (059)
RECOMMENDATION: Meet on the following dates during the calendar year 2012: January 10 and 24; February 7, 14, and 28; March 6, 20, and 27; April 3, 10, 17, and 24; May 1, 8, and 15; June 5, 12, 19, and 26; July 10, 17, and 24; August NO MEETINGS; September 11, 18, and 25; October 2, 9, 16, and 23; November 6 and 27; December 4 and 11, 2012.
ACTION: Approved as recommended, (Holden/Pinkard), unanimously.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION

At 8:23 p.m. the joint meetings with the City Council, Community Development Commission and Housing Authority concluded.

T. ADJOURNMENT

At 8:23 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 15, 2011

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
December 6, 2011

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
December 15, 2011

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

Meeting Date: 1/10/12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	■ Other Council Business

Prepared By: Edmund F. Sotelo, City Manager Agenda Item No. I-2

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: January 5, 2012

TO: City Council

FROM: Edmund F. Sotelo, City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount			
1	**Original**	**Police Department**	**Dr. Lawrence N. Blum**	**Psychological Services and Training**				
	Agreement	Scott Hebert	**Ph.D. Inc.**	Provide psychological services and training to	**$50,000**			
		385-7619	Agreement No. 5640-11-PD	the Oxnard Police Department				
				Total Contract Amount: $50,000				
				Funding Source: General Fund				
2	**Change**	**Public Works**	**Creamer/Spiniello, JV**	**Channel Islands and C Street Intersection**	**$128,293**			
	Order	Lou Balderrama	Agreement No. A-7327	Additional cost due to incorrect concrete box				
		385-7880	Change Order No. 24	culvert and adjustment in quantities for				
				additional asphalt required to pave the recycled				
				water pipeline trench to City standards.				
				Total Contract Amount: $12,674,398				
				Funding Source: Grants and Water Bonds				
3	**Original**	**Development Services**	**Traffic Development**	**Installation of Traffic Signal**	**$116,561**			
	Agreement	Soher Abdelmalik	**Services**	Installation of traffic signal at Hill Street and				
		385-7873	Agreement No. A-7457	Saviers Road intersection				
				Total Contract Amount: $116,561				
				Funding Source: Grant Funds				
4	**Amendment**	**General Services**	**Jordan, Gilbert, & Bain**	**Landscape Design Services**	**$32,101**			
		Ralph Alamillo	**Landscape Architects, Inc.**	Landscape design services for the bike path				
		385-7821	Agreement No. 4967-CM	at the Sports Park on the corner of Gonzales				
				Road and Oxnard Blvd.				
				Total Contract Amount: $190,554				
				Funding Source: Grant Funding				
5	**Blanket**	**Public Works**	**Crafco, Incorporated**	**Street Repair Materials**	**$100,000**			
	Purchase	Phil Gregoire	Blanket P.O. 3936	Will provide, on an as needed basis, cold mix				
	Order	385-7909		asphalt material for various street repair projects.				
				Total Contract Amount: $100,00				
				Funding Source: Gas Tax Fund				

ATTACHMENT #1
PAGE 1 **OF** 1

Meeting Date: 01 / 10 / 2012

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

Prepared By: Martin R. Erickson, Special Assistant to the City Manager ______ Agenda Item No. I-3

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Other (Specify)

DATE: December 30, 2011

TO: City Council

FROM: Edmund F. Sotelo, City Manager
City Manager's Office

SUBJECT: **Funding for Sewer Line Repair at McGrath State Beach**

RECOMMENDATION

Approve a special budget appropriation in the amount of $50,000 from the General Fund Operating Reserve to be paid to California State Parks for needed repairs at McGrath State Beach in Oxnard.

DISCUSSION

In April 2011, the City Council of the City of Oxnard learned that due to the State budget crisis, McGrath State Beach would face imminent closure due to lack of funds to repair approximately $500,000 of sewer line repairs. Upon learning this news, the City Council, particularly Councilman Bryan MacDonald, and City Manager's Office staff began to search for solutions toward identifying the funding to keep the park open.

On September 13, 2011 the City Council discussed contributing funding toward repairing a sewer line to keep the park open, and subsequently authorized $50,000 from the general fund to be utilized for this purpose. The recommendation before Council tonight will formalize this action.

This contribution by the City will be combined with other funding that California State Parks and its partners have secured to repair a rusting pipeline that carries sewage from park campgrounds under the Santa Clara River bridge on Harbor Boulevard to the City of Ventura's wastewater treatment facility. A federal grant provided $250,000, and a state grant $100,000. The County of Ventura provided $50,000, and a private donor Peter Mullin gave the final $50,000.

FINANCIAL IMPACT

The General Fund Operating Reserve is $15,648,084.

Attachment #1- Special Budget Appropriation

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager: January 10, 2012

Request is hereby made for an appropriation of total . . . . $ 50,000

Reason for appropriation: To appropriate funding of Sewer Line Repair at McGrath State Beach

FUND	DESCRIPTION/ACCOUNT	AMOUNT
General Fund		
101	101-1001-801-8479 OTHER SERVICES / ONE TIME MISC EXPENSE	50,000
	Net Estimated Change to General Fund	**(50,000)**

Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

Disposition

Approved ____________

Rejected ____________

Transfer by Journal Voucher ____________

City Manager

ATTACHMENT 1
PAGE 1 **OF** 1

Meeting Date: 1/10/12

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

Prepared By: Luis Guereca ______ Agenda Item No. I-4

Reviewed By: City Manager ___ City Attorney ___ Finance ___ Other *(Specify)* N/A

DATE: January 3, 2012

TO: City Council

FROM: Luis Guereca, Community Affairs Secretary
City Manager's Office

SUBJECT: Change of Name and Logo for Commission on Community Relations

RECOMMENDATION

That City Council:

1. Authorize the Commission on Community Relations to change its name to the Community Relations Commission.

2. Approve the first reading by title only and subsequent adoption of an ordinance reflecting this change of name.

DISCUSSION

The Commission on Community Relations was established by Ordinance No. 722 on September 12, 1961, to promote understanding and respect among all racial, religious, and nationality groups and to discourage and prevent discriminatory practices against any such group. At that time, the commission was known as the "Community Relations Commission." In May of 1997, the commission changed its name to the "Commission on Community Relations."

At the annual meeting held on January 25, 2010, the commissioners discussed changing the name of the commission and updating its logo to reflect a new look and to further its outreach in the community. After the discussion, the commissioners adopted a motion to change the name of the Commission on Community Relations to the Community Relations Commission and to update its logo. The proposed ordinance reflects the name change. The proposed logo is depicted in attachment 3.

FINANCIAL IMPACT

There is no financial impact.

LG/jd

Attachment #1 - Minutes of January 25, 2010, meeting
#2 - Ordinance
#3 – Proposed Logo

MINUTES
COMMISSION ON COMMUNITY RELATIONS
REGULAR MEETING
Monday, January 25, 2010, 6:00 PM
Oxnard Public Library, 251 South C Street, Meeting Room B, Oxnard, California 93030

A. ROLL CALL/POSTING OF AGENDA/PLEDGE OF ALLEGIANCE

Present at the meeting were Commissioners Baxter, Lopez, Mitchell, Ramirez, Reyes, and Robinson, and Sherwood.

B. PUBLIC COMMENTS

N/A

C. COMMISSION BUSINESS

SUBJECT: Election of Commission Chair and Vice Chair
MOTION: Commissioner Robinson was voted on as Chair and Commissioner Sherwood as Vice Chair

SUBJECT: Schedule the date, time and location of regular meetings for 2010
MOTION: The following dates were agreed upon for the 2010 calendar: January 25, February 22, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15, December 20, and January 24, 2011 (for Annual Meeting).

BREAK

SUBJECT: Budget report for Multicultural Festival (MCF) 2009
MOTION: An official report will be given at the February CCR meeting. Unofficial numbers for the 2009 budget were discussed, including the possibility of further budget cuts for 2010. It was suggested that the festival not purchase space on the billboard located off of highway 101 in order to save money. It was also requested that the MCF Committee look into grant opportunities available for the event. Commissioners also requested a meeting with the City Manager or a presentation at the City Council Meeting to request additional funding for the festival. Commissioners also requested a copy of the 2008 budget to compare to the 2009 budget. Staff will ask Sofia Balderrama for this information to be provided at the February meeting.

SUBJECT: Schedule date, time and co-chairs for MCF 2010
MOTION: The date chosen for the MCF 2010 is Saturday, October 2 from 10 AM – 7 PM. Commissioners Lopes, Ramires and Sherwood were elected as Co-Chairs for the MCF 2010. The Commissioners also elected Martha Guillen as city staff co-chair and asked if she will accept position.

SUBJECT: Discuss new logo and new name for CCR
MOTION: The Commissioners adopted the new name as Community Relations Commission (CRC). The new logo will be reviewed at the February meeting with requested changes, including: more realistic hands, more realistic color, and use of seal with color and black and white versions. Assistant City Attorney, Julie Doi, will research action needed to officially adopt new name with the consent of City Council.

SUBJECT: Discuss guest speakers for 2010 meetings
MOTION: Commissioners recommended that this portion of meeting be given more priority and more pre-meeting promotion to inform the public of guest speakers and topics. Suggestions for guest speakers will be provided at each month's regular meeting.

SUBJECT: Schedule dates for Community Service Awards, nomination deadlines and presentation.
MOTION: It was discussed but not decided on. The item was tabled until the February meeting. Commissioners appointed to awards sub-committee include: Lopez, Ramirez and Reyes.

SUBJECT: Subcommittee appointments
MOTION: The following have been appointed:
Community Intervention and Awareness Subcommittee (Commissioner Robinson & Sherwood)
Multicultural Festival Committee (Commissioners Lopez, Ramirez & Reyes)
Public Safety Subcommittee (Commissioners Baxter with Police Department and Sherwood with Fire Department)
Youth Subcommittee (Commissioners Lopez & Mitchell)
Neighborhood Councils (Commissioner Ramirez)
Fair Housing Subcommittee (Commissioners Mitchell & Reyes)

SUBJECT: Goals and objectives for 2010
MOTION: The Commissioners recommended that they further celebrate diversity in the community, invite quality speakers and promote their presentations ahead of time, and raise additional funds for MCF and other events. The Commissioners also requested a copy of the current CCR by-laws at the next regular meeting and to form a committee to possibly update, enhance, and/or change the by-laws. Add item to the March meeting. This is one item the Commissioners will revisit throughout the year.

D. ADJOURNMENT

The meeting was adjourned at 8:05 PM. Next meeting is scheduled for March 15, 2010, at 6:00 p.m. in the Oxnard Council Chambers City, 305 West Third Street, Oxnard, California.

Luis Guereca, Secretary

Ken Robinson, Commission Chair

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. __

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE TITLE OF DIVISION 4 OF ARTICLE 2 OF CHAPTER 2 OF THE OXNARD CITY CODE, ADDING SUBSECTION (C) TO SECTION 2-55 OF THE OXNARD CODE, AND AMENDING SUBSECTIONS (A) AND (B) OF SECTION 2-56, SECTION 2-57, SUBSECTIONS (A) AND (B) OF SECTION 2-58, THE FIRST SENTENCE OF SECTION 2-59, AND SUBSECTIONS (J), (K), AND (L) OF SECTION 2-59 OF THE OXNARD CITY CODE CONCERNING THE NAME OF THE COMMISSION ON COMMUNITY RELATIONS

....

The City Council of the City of Oxnard does ordain as follows:

Part 1. The title of Division 4 of Article 2 of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

"DIVISION 4. COMMUNITY RELATIONS COMMISSION"

Part 2. Subsection (C) is hereby added to Section 2-55 of the Oxnard City Code to read as follows:

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

Part 3. Subsections (A) and (B) of Section 2-56 of the Oxnard City Code are hereby amended to read as follows:

"(A) The city council shall appoint the members of the community relations commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.

(B) The term of a member of the community relations commission shall be two years and shall begin in January."

Part 4. Section 2-57 of the Oxnard City Code is hereby amended to read as follows:

"The city manager shall designate a city staff member to serve as a nonvoting secretary to the community relations commission."

Part 5. Subsections (A) and (B) of Section 2-58 of the Oxnard City Code are hereby amended to read as follows:

"(A) The community relations commission shall follow rules of procedure approved by the city council.

(B) Four members shall constitute a quorum for the transaction of business by the community relations commission."

Part 6. The first sentence of Section 2-59 of the Oxnard City Code is hereby amended to read as follows:

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

Part 7. Subsections (J), (K), and (L) of Section 2-59 of the Oxnard City Code are hereby amended to read as follows:

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

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

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

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Part 8. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. ____ was first read on __________, 20__ and finally adopted on ________________, 20__ to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for
____
Alan Holmberg, City Attorney
1.4.12

Attachment #2 Page 3 of 3

COMMUNITY RELATIONS COMMISSION

City of Oxnard, CA

ATTACHMENT #3 1 OF 1

Meeting Date: 01/10/12

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

Prepared By: Grace Magistrale Hoffman GMH Agenda Item No. I-5

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: December 28, 2011

TO: City Council

FROM: Grace Magistrale Hoffman
Deputy City Manager

SUBJECT: **Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc. for Gang Prevention Coordination Services**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc. (No. 4932-09-CM) in the amount of $120,000 ($110,000 for compensation and $10,000 for reimbursables) for Gang Prevention Coordination Services, increasing the total amount to $370,000 for services provided since 2009.

DISCUSSION

In November 2011, the City Manager's Office and the Police Department jointly issued a Request for Proposal for Project Coordination/Regional Coordinator for the "Regional Anti-Gang Intelligence-Led Policing Program" (RILP) Grant. By the deadline of November 28, 2011, two proposals had been received. On December 21, 2011, the applicants were interviewed and the proposals were evaluated by a three-member team. The evaluation team included a law enforcement representative, one County of Ventura representative, and one City of Oxnard Community representative. Based on the evaluation process, the recommendation is to hire Matlock Professional Services, Inc.

The purpose of this agreement is to complete the design of the websites and networks outline in the RILP Grant and to establish a sustainability plan for the programs created. The consultant will work with Oxnard Police Department and the City Manager's Office to accomplish the goals set forth in the RILP Grant while adhering to all Cal EMA grant reporting requirements and spending regulations.

The consultant will also serve in the capacity of the City's Gang Reduction Coordinator, which includes the coordination of prevention and intervention efforts. The consultant will participate in the efforts related to the Alliance for Community Strength, oversee the efforts of Operation PeaceWorks (OPW), and support the mission of the Alliance for Community Strength.

Matlock Professional Services, Inc. has previously provided services to the City of Oxnard. An original contract was executed in November 2009 for $125,000 for approximately one year. A first amendment was subsequently approved in December 2010 for $125,000 for an additional year. This second amendment is for $110,000 for compensation and up to $10,000 for reimbursables that are allowable under the grant.

FINANCIAL IMPACT

The second amendment to the agreement is funded by the Regional Anti-Gang Intelligence-Led Policing Program Grant. Funds are available in Project Number 662108.

Attachment #1 - Second Amendment to Agreement for Consulting Services

Attachment #2 First Amendment to Agreement for Consulting Services

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Matlock Professional Services, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on December 14, 2010, by City and Consultant. The Agreement previously has been amended on November 10, 2009, by a First Amendment.

City and Consultant agree as follows:

1. Effective January 10, 2012, Exhibit A-1 is deleted and replaced with Exhibit A-2 and the reference to "Exhibit A" in Section 1 of the Agreement is replaced with "Exhibit A-2", which is attached hereto and incorporated by this reference in full herein.

2. Effective January 10, 2012, Exhibit B-1 is deleted and replaced with Exhibit B-2 and the reference to "Exhibit B" in Section 8 of the Agreement is replaced with "Exhibit B-2", which is attached hereto and incorporated by this reference in full herein.

3. In Section 12 of the Agreement the date "December 14, 2011" is deleted and replaced with the date "September 30, 2012".

4. Effective January 10, 2011, Exhibit C-1 is deleted and replaced with Exhibit C-2 and the reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-2", which is attached hereto and incorporated by this reference in full herein.

5. In Section 14 of the Agreement, the figure "$250,000" is deleted and replaced with "$370,000."

6. The following is added to Section 14 of the Agreement: "f. Expenses incurred by the Consultant while conducting activities required by the grants listed in Exhibit A-2 that are specifically authorized and approved as part of a grant budget, and approved by the City Manager or designee, will be reimbursed to the Consultant, up to the amount of $10,000, in addition to the compensation listed in Exhibit C-2."

7. All grant purchased equipment that is used by the Consultant as listed above is property of the City pursuant to grant regulations and applicable State or Federal Law and will be returned to the City at the termination of the program.

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

CITY OF OXNARD:

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

APPROVED AS TO FORM:

Alan Holmberg
City Attorney

CONSULTANT:

Michael H. Matlock
Matlock Professional Services, Inc.

APPROVED AS TO INSURANCE:

James Cameron
Risk Manager

APPROVED AS TO CONTENT:

Grace Magistrale Hoffman
Project Manager

APPROVED AS TO AMOUNT:

Edmund F. Sotelo
City Manager

Scope of Services
Exhibit A-2
Gang Prevention Coordination Consultation Services

- Serve as Project Manager and Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' Grant.
- Assign work and supervise the activities of the program's Administrative Assistant.
- Continue the development of lead contacts with police agencies in Ventura, Santa Barbara and San Luis Obispo Counties in order to build and maintain an intelligence network.
- Continue the development of the Tri-County Gang Information Network (TRIGIN), a secure internet based law enforcement intelligence sharing network.
- Assist the regional network in utilizing the information gathered to facilitate anti-gang intelligence-led policing.
- Oversee the development of an internet-based network for prevention/intervention service providers to interact, post grant opportunities and host discussion forums.
- Oversee the development of a website for the public to learn of available services and resources in the area of gang prevention.
- Serve as a Gang Reduction Coordinator, who oversees Operation PeaceWorks and participates in the Alliance for Community Strength.
- Engage community members to increase their level of community participation in Operation Peaceworks and in the Alliance for Community Strength.
- Oversee an assessment of the Operation Peaceworks "call ins" to identify what methods have worked and if any improvements can be made.
- Oversee street outreach efforts.
- Oversee grant budget and spending.
- Oversee grant reporting as required by grantor.
- Meet with the grant Project Director and Deputy City Manager on a weekly basis.
- Submit a monthly progress report to the Project Director and Deputy City Manager.
- Develop a strategy for sustaining the programs, websites and networks developed by the RILP grant after the cessation of State funding.
- Complete objectives and required reports by September 30, 2012.

Timeline
Exhibit B-2
Project Coordinator/Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' (RILP) Grant
(Gang Prevention Coordination Consultant Services)

I. California Emergency Management Agency's (CalEMA) 'Regional Anti-Gang Intelligence-Led Policing Program (RILP) Grant

a. Assure that those activities specified by CalEMA within the grant are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
b. Assure that all grant reporting deadlines are met.
c. January 31, 2012 – The service provider website, 'TriServe' will go live.
d. February 29, 2012 – The public website, 'EndGangViolence.org' will go live.
e. March 31, 2012 – A sustainability meeting will be conducted with the three Counties.
f. July 31, 2012 – A sustainability agreement will be reached.
g. September 30, 2012 – Complete objectives and required reports

II. California Emergency Management Agency's, 'California Gang Reduction, Intervention and Prevention Program' (CalGRIP) grant

a. Assure that those activities specified by CalEMA within the grant are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
b. Assure that all grant reporting deadlines are met.
c. February 29, 2012 – an assessment of the Call-In process will be conducted

Compensation Schedule
Exhibit C-2
Project Coordinator/Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' (RILP) Grant
(Gang Prevention Coordination Consultant Services)

I. Compensation Schedule:

A. The Consultant's rate shall be set at $110.00 per hour, not to exceed 1,000 hours, for the remainder of the contract. Assuming all services are performed by Consultant, the maximum financial responsibility of the City of Oxnard to the Contractor, for hours worked, through the end of the contract is $110,000.

B. Billing Schedule: The City of Oxnard will pay Consultant monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, City Manager's Office. The monthly invoice along with appropriate receipts for reimbursable expenses with monthly report detailing services rendered and hours worked will be due no later than the tenth calendar day of the subsequent month. The designated City of Oxnard staff member assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing.

Agreement No. 4932-09-CM

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of December, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Matlock Professional Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on November 10, 2009.

City and Consultant agree as follows:

1. Effective December 14, 2010, Exhibit A is deleted and replaced with Exhibit A-1 and the reference to "Exhibit A" in Section 1 of the Agreement is replaced with "Exhibit A-1" which is attached hereto and incorporated by this reference in full herein.

2. Effective December 14, 2010, Exhibit B is deleted and replaced with Exhibit B-1 and the reference to "Exhibit B" in Section 8 of the Agreement is replaced with "Exhibit B-1" which is attached hereto and incorporated by this reference in full herein.

3. In Section 12 of the Agreement the date "December 10, 2010" is deleted and replaced with the date "December 14, 2011".

4. Effective December 14, 2010, Exhibit C is deleted and replaced with Exhibit C-1 and the reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-1" which is attached hereto and incorporated by this reference in full herein.

5. In Section 14 of the Agreement, the figure "$125,000" is deleted and replaced with "$250,000".

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

CITY OF OXNARD:

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

APPROVED AS TO FORM:

for

Alan Holmberg
City Attorney

12.6.10

CONSULTANT:

Michael H. Matlock
Matlock Professional Services, Inc.

APPROVED AS TO INSURANCE:

James Cameron
Risk Manager

APPROVED AS TO CONTENT:

Grace Magistrale Hoffman
Project Manager

COUNCIL APPROVAL
DATE: 12-14-10 AGENDA # I-3

Scope of Work
Exhibit A-1
Gang Prevention Coordination Consultation Services

I. Introduction

A. The following duties and activities will serve as the scope of work for the contractor. The contractor will determine how best to accomplish these duties and will be responsible for setting his own hours and days of work to accomplish them. At the core of gang prevention and intervention is collaboration with the multitude of public and private organizations and agencies, all of which are independently governed and have varying purposes and missions. It will be the job of the contractor to work towards bringing together these various organizations that serve the residents of California Law Enforcement Mutual Aid (LEMA) Region 1A which includes Ventura, Santa Barbara and San Luis Obispo Counties so that each can be more effective at reducing gang violence by joining together and maximizing what each group independently brings to bear on the problem.

B. While many responsibilities are listed below, this list will not be all-inclusive. If contractor is effective, new ideas and strategies will emerge from his work that may actually become a higher priority than what is listed below. Such will be the fluid nature of the coordination being contracted. This work is uncharted, there is no road map. It will be the job of the contractor to bring together the experts in the various involved disciplines to create such a map. Similarly, the contractor will need to remain aware of State and Federal funding opportunities as well as State and local gang prevention/intervention visions in order to take advantage of funding opportunities and to leverage and integrate separate grants.

II. Contractor Responsibilities:

A. In consideration of the foregoing, this contract represents the terms and conditions for services provided by Contractor as part of this collaborative project. Contractor shall provide services and ensure completion of objectives as follows:

a. **Manage the two California Emergency Management Agency's 'Regional Anti-Gang Intelligence-Led Policing Program' Grants**

1. Serve as the Project Manager and Regional Coordinator for the program
2. Assign work and supervise the activities of the program's Administrative Assistant
3. Develop a system of coordinators to establish lead contacts with every law enforcement agency in Ventura, Santa Barbara, and

San Luis Obispo Counties in order to build a human intelligence network

4. Continue to develop and deploy the Tri-County Gang Information Network (TRIGIN), a secure internet based law enforcement intelligence sharing network for the tri-counties to facilitate communication between the human network
5. Facilitate the law enforcement coordinators efforts to reach out and engaging the service providers in their respective communities in order to build coalitions between the service providers and law enforcement to further community anti-gang efforts
6. Assist the regional network in utilizing the information gathered to facilitate anti-gang intelligence led policing
7. Develop an internet based network for prevention/intervention service providers to interact, post grant opportunities and host discussion forums
8. Develop a website for the public to learn of available services and resources in the area of gang prevention
9. Oversee grant spending
10. Oversee grant reporting as required by grantor

b. **Participate on the team representing the City of Oxnard in the California Cities Gang Prevention Network (CCGPN), sponsored by the National League of Cities (NLC) and the National Council on Crime and Delinquency (NCCD).**

1. Through participation in the Network, seek best practices, and successful strategies and techniques from other communities and promote implementation in LEMA Region 1A
2. Actively interact with Network members and share what is working in Ventura, Santa Barbara, and San Luis Obispo Counties

c. **Participate in the Oxnard ALLIANCE for Community Strength and assist in coordination of ALLIANCE activities in order to maximize the gang prevention, intervention, and suppression activities within the City of Oxnard, such as is listed below; and share the experiences/lessons learned with other agencies/collaboratives in LEMA Region 1A as well as bring promising practices from other communities in the Region to the ALLIANCE:**

1. Participate on the Technical Team charged with carrying out policy set by the Policy Team
2. Keep Policy Team appropriately advised of developments
3. Coordinate efforts with other contractors to the City of Oxnard's gang prevention effort

4. Assist with the implementation of the Action Plan for the SAFETY Blueprint
5. Assist with the development of Action Plan Task Forces and serve, as needed, as a liaison to the Task Forces
6. Serve, as needed, on ALLIANCE sub-committees
7. Develop a website for the ALLIANCE that is integrated with the LEMA Region 1A public website
8. Seek anti-gang grant opportunities
9. Maximize exposure of anti gang resources to include development of a gang prevention handout, and promotional items that encourage the use of TRIGIN and the LEMA Region 1A service provider and public websites
10. Develop logos and slogans to help advance the ALLIANCE and its mission
11. Work towards developing a grassroots 'community empowerment' outreach to enlist resident involvement in reporting gang activity and in participating in gang prevention/intervention activities
12. Manage Operation PeaceWorks (OPW) and any California Emergency Management Agency's 'CalGRIP' grant that funds OPW. In addition to oversight of activities identified in any such grant, contractor will seek to identify and work towards expansion of those activities and implementation of strategies not yet identified that further the goals of the program. Below listed are activities related to OPW that contractor will develop and implement:

    1. Sharing the community driven OPW strategy with LEMA Region 1A agencies and collaboratives
    2. Oversight of street outreach worker program
    3. Coordination of OPW youth referrals
    4. Development of an aggressive public education program on OPW and all anti-gang activities
    5. Oversight of public events related to OPW
    6. Continuance of Community 'Call-Ins' of the target group
    7. Exploration of relationships with private employers to develop career opportunities for youth successfully completing OPW
    8. Establish ex-gang member and youth focus/advisory groups to provide input to OPW working group
    9. Continuance of work with State provided technical assistance in building a program that meets the goals of the Governor's Office of Gang and Youth Violence Policy's 'Safe Communities Partnership'
    10. Oversight of any OPW grant reporting as required by grantor

B. Accountability

a. Contractor will meet on a regular basis with the City Manager or designated representative to review key objectives and progress and make recommendations as appropriate.
b. Contractor will submit a written activity progress report and hours worked under this agreement each month with the monthly invoice for payment and a quarterly outcome progress report.
c. Contractor shall provide no less than 1,008 hours of service annually (average of 84 hrs. per month) for the performance of the services specified in this agreement.
d. Contractor will work closely with designated City of Oxnard staff to ensure continuous relevancy of scope of work and be flexible and adjust as needed.
e. Contractor will submit all required California Emergency Management Agency (CalEMA) reports and will work closely with any CalEMA personnel assigned to oversee the project.

Timeline
Exhibit B-1
Gang Prevention Coordination Consultation Services

III. California Emergency Management Agency's (CalEMA) 'Regional Anti-Gang Intelligence-Led Policing Program' Grants

a. Assure that those activities specified by CalEMA within the two grants are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
b. Assure that all grant reporting deadlines are met.

IV. California Emergency Management Agency's 'CalGRIP' grant

a. Assure that those activities specified by CalEMA within the grant are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
b. Assure that all grant reporting deadlines are met.

Compensation Schedule
Exhibit C-1
Gang Prevention Coordination Consultation Services

I. Compensation Schedule:

C. The minimum number of hours that Contractor will perform for the Regional Anti-Gang Intelligence-Led Policing Project during the term of this contract is 1008 hours. Assuming all services are performed by Contractor, the maximum financial responsibility of the City of Oxnard to the Contractor pursuant to the CalEMA Gang Information Network grant for the 12 month duration of the contract is $125,000.

a. Compensation from the City of Oxnard: The City of Oxnard will pay $10,416.66 per month for six months. By the end of the six month period, Contractor must furnish documentation that it has performed at least 504 hours of services in that period, and the City of Oxnard will continue to pay Contractor $10,416.66 per month for the next six months of the contract. If Contractor provides less than 504 hours of services by the end of the first six month period, the City of Oxnard at its option may either terminate the Contract or suspend its obligation to pay the monthly compensation to Contractor until Contractor has performed at least 504 hours of services. The City of Oxnard also reserves the right to withhold the twelfth, and final, payment to Contractor if Contractor has failed to furnish documentation that it has performed at least 1008 hours of services by the end of the twelfth month.

b. Billing Schedule: The City of Oxnard will pay Contractor monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, Fiscal Services. The monthly invoice along with a monthly report detailing services rendered and hours worked will be due no later than the tenth calendar day of the subsequent month. The designated City of Oxnard program staff assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing. The City of Oxnard will be reimbursed for Contractors services from the CalEMA Gang Information Network grant.

Meeting Date 01/10/12

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

Prepared By: Brian Foote, AICP BF Agenda Item No. I-6

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: December 20, 2011

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager SM
Development Services Department

SUBJECT: **Parcel Map No. 5747 (Planning & Zoning Permit No. 08-300-2) Located at 2801 E. Channel Islands Boulevard. Filed by Jensen Design & Survey.**

RECOMMENDATION

That City Council adopt a resolution approving Parcel Map No. 5747, subject to the conditions set forth in Planning Commission Resolution No. 2008-35.

DISCUSSION

The subject property has a site address of 2801 East Channel Islands Boulevard (Attachment 1) with assessor's parcel numbers 220-0-030-025 and 220-0-030-045. On June 5, 2008, the Planning Commission adopted Resolution No. 2008 – 35 (Attachments 2 and 3) recommending that the City Council approve a tentative map to subdivide the 84.57-acre property, creating one 1.95-acre parcel within city limits and one 82.62-acre parcel in unincorporated County land adjacent to the city boundary. On July 1, 2008, the City Council adopted Resolution No. 13,532 (Attachment 4) approving the tentative map. No development is anticipated to occur in conjunction with the parcel map. The property is not within a redevelopment area, neighborhood, or specific plan area. The subdivision is consistent with the General Plan.

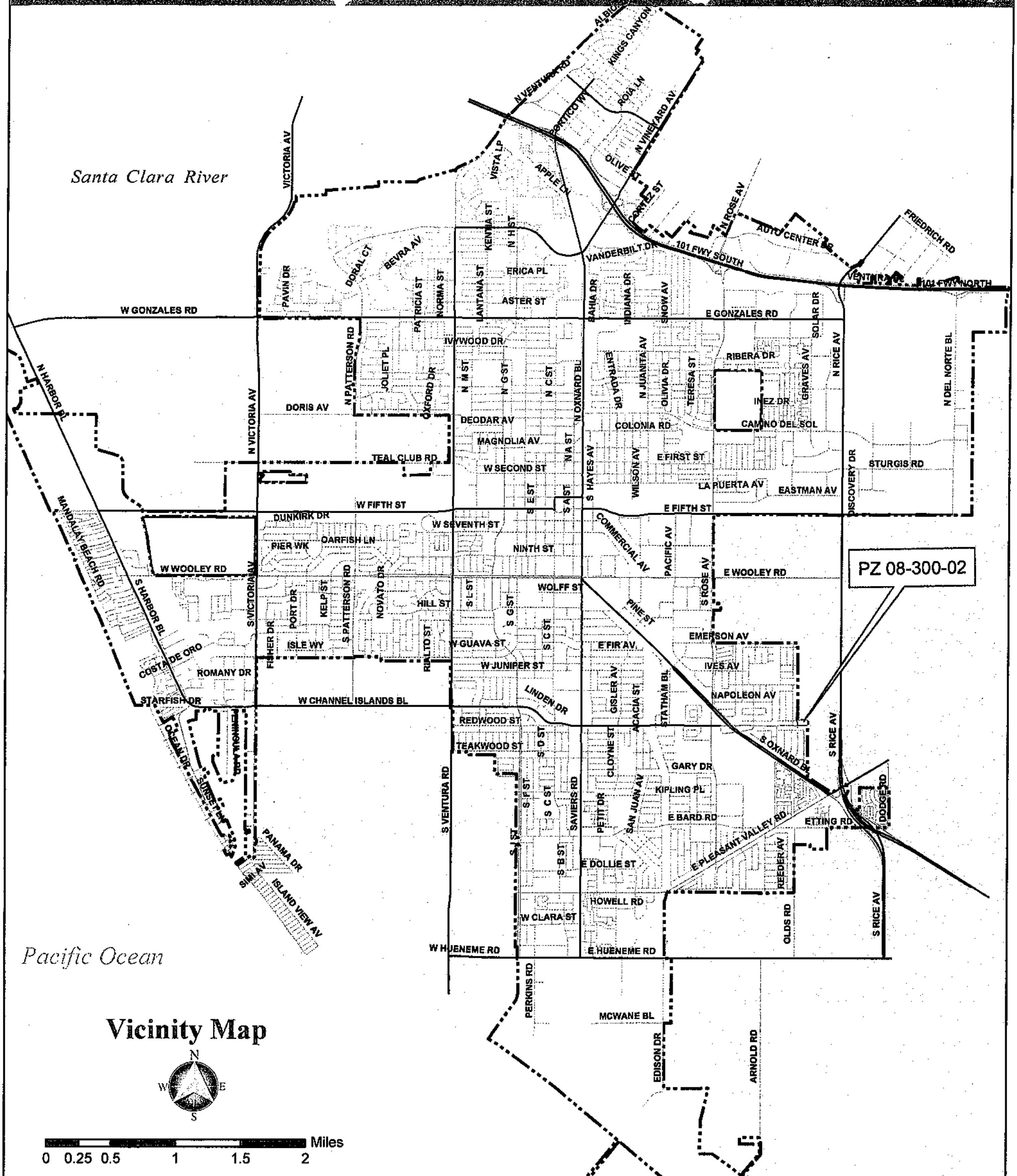
The subdivision was previously determined to be exempt from environmental review pursuant to Section 15315 of the California Environmental Quality Act (CEQA). Section 15315 states that projects involving "the division of property in urbanized areas zoned for residential, commercial, industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning…" may be found to be exempt from the requirements of CEQA.

The Development Services Department has issued a Verification of Status form (Attachment 5) indicating that the Parcel Map (Attachment 6) conforms with the Subdivision Map Act and Oxnard City Code requirements, and is consistent with the previously-approved tentative parcel map.

FINANCIAL IMPACT

The subdivision of land will result in a negligible increase in property tax revenue.

Attachment #1 – Vicinity Map
#2 – Planning Commission Resolution No. 2008 – 35
#3 – Planning Commission Staff Report
#4 – City Council Resolution No. 13,532
#5 – Verification of Status Form
#6 – Parcel Map No. 5747
#7 – Resolution



PZ 08-300-02
Location: 1801 Channel Islands Bl
APN: 220003004
CHIS Association of Oxnard

Oxnard Planning
May 12, 2008

ATTACHMENT 1
PAGE 1 OF 1

RESOLUTION NO. 2008 – 35

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF A TENTATIVE PARCEL MAP OF TRACT NO. 5747 (PLANNING AND ZONING PERMIT NO. 08-300-2), FOR PROPERTY LOCATED AT 2801 EAST CHANNEL ISLANDS BOULEVARD (APN: 220-0-030-045), SUBJECT TO CERTAIN CONDITIONS. FILED BY TIM WHITE, 750 WEST GONZALES ROAD, OXNARD, CA 93036.

WHEREAS, the Planning Commission of the City of Oxnard has considered the tentative parcel map of Tract No. 5747 (Planning and Zoning Permit No. 08-300-02) for condominium purposes, filed by Tim White in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said tentative parcel map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, Section 15332 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of the tentative parcel map, subject to the following conditions:

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

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

ATTACHMENT 2
PAGE 1 OF 6

GENERAL PROJECT CONDITIONS

1. Developer shall record with the Ventura County Recorder a "Notice of Land Use Restrictions and Conditions" in a form acceptable to the City Attorney. Before the City issues building permits or allows Developer to occupy the project, Developer shall submit a copy of the recorded document to the Planning Division Manager. (PL, *G-8*)

2. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

3. 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*)

PLANNING DIVISION SPECIAL CONDITIONS

4. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

5. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)

6. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

7. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

8. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design

calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

9. 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 such map, then at the time of public improvement plan approval. (DS-17)

10. 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)

11. 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)

12. 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)

13. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

14. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

15. 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)

16. 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)

17. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of 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)

18. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)

19. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)

20. 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)

21. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)

22. 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)

23. By title sheet dedication at the time of filing the parcel map, Developer shall dedicate all water rights for the project property to City. (DS-39)

24. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)

25. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)

26. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2020 General Plan, and any applicable specific plan. (DS-48)

27. Street and road improvements shall conform to City standards 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)

28. 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)

29. 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, applying the appropriate traffic index specified in City standards. (DS-53)

30. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

31. 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)

32. Prior to release of the final map or parcel map for recordation, Developer shall post a bond or other security satisfactory to the City Attorney, guaranteeing that all monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

33. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final parcel map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-101)

34. Developer shall provide an irrevocable offer of dedication of sufficient right-of-way (approximately 30 feet) along Channel Islands Boulevard to result in a right-of-way width of 97 feet. Dedication shall not be accepted by the City until a future date. (DS)

35. Developer shall improve Channel Islands Boulevard along the frontage of parcel 1 to a curb-to-curb width of 80 feet. Improvements shall include a raised 16 foot wide median with landscaping, curbs, gutters, utilities and sidewalks. Median and associated landscape improvements may be eliminated if determined appropriate by the Development Services Manager. Implementation of this condition may be deferred until a permit or other grant of approval for development of parcel 1 is issued by the City. Deferral of improvements shall be noticed on the parcel map in accordance with Government Code Section 66411.1. (DS)

36. In accordance with City Ordinance, Developer shall place overhead utility lines on or adjacent (within Channel Islands right-of-way) to parcel 1 underground. Implementation of this condition may be deferred until a permit or other grant of approval for development of parcel 1 is issued by the City. Deferral of improvements shall be noticed on the parcel map in accordance with Government Code Section 66411.1. (DS)

37. Developer shall construct a cul-de-sac or other vehicular turn-around area acceptable to the Development Services Manager at the easterly end of San Benito Street and dedicate sufficient right-of-way to encompass proposed cul-de-sac. Implementation of this condition, including right-of-way dedication, may be deferred until a permit or other grant of approval for development of parcel 1 is issued by the City. Deferral of improvements shall be noticed on the parcel map in accordance with Government Code Section 66411.1. (DS)

38. Upon issuance of a permit or other grant of approval for development of parcel 1, Developer shall remove (or if still necessary, relocate) all Drainage District improvements within parcel 1. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 5th day of June, 2008, by the following vote:

AYES: Commissioners: Medina, Elliot, Dean. Pinkard, Frank, Sanchez

NOES: Commissioners: None

ABSENT: Commissioners: Okada

Michael Sanchez, Chairman

ATTEST:

Susan L. Martin, Secretary

ATTACHMENT 2
PAGE 6 OF 6

Planning Division

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Justin Beranich, Assistant Planner

DATE: June 5, 2008

SUBJECT: Planning and Zoning Permit No. 08-300-2 (Tentative Parcel Map for Tract No. 5747), located at 2801 East Channel Islands Boulevard.

1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 08-300-2 (Tentative Parcel Map for Tract No. 5747), subject to certain findings and conditions.

2) **Project Description and Applicant:** The requested tentative parcel map would subdivide an 84.47 acre lot into a 1.95 acre lot within city limits and an 82.54 acre lot in the unincorporated county. No development is proposed. The County approved the subdivision on December 18, 2007. The city portion of the subject site is located at 2801 Channel Islands Boulevard (APN 220-0-030-045) within the Lemonwood Eastmont Neighborhood. Filed by Tim White, 750 W. Gonzales Rd. Oxnard, CA 93036.

3) **Existing & Surrounding Land Uses:** The entire parcel is used for agriculture purposes.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family Residential (R1)	Miscellaneous Agriculture–Planning Reserve (MAPR)	Vacant
North	Ventura County	Ventura County	Agriculture
South	Single Family Residential (R1)	Residential Low (RL)	Single family residences
East	Ventura County	Ventura County	Agriculture
West	Commercial Planned Development (CPD)	Commercial Convenience (CCON)	Neighborhood shopping center

ATTACHMENT 3
PAGE 1 OF 3

4) Background Information: No prior planning permits have been approved for this site.

5) Environmental Determination:

In accordance with Section 15315 of the California Environmental Quality Act (CEQA) Guidelines, projects involving *"the division of property in urbanized areas zoned for residential, commercial, industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning... ""* may be found to be exempt from the requirements of CEQA. The project involves subdividing four or fewer parcels, does not require a variance, has not been subdivided from a larger parcel within the previous two years and does not have an average slope of more than 20 degrees. In addition, all services and access to local standards are available to the parcel within the city. The County has already approved the subdivision and reviewed environmental impacts from their perspective and within their jurisdiction. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment C).

6) Analysis:

a) ***General Discussion:*** The Subdivision Map Act requires a division of land that overlaps two jurisdictions be approved by both jurisdictions. The County of Ventura has tentatively approved the map. The parcel map will not be effective until both the city and county final maps are recorded simultaneously.

b) ***Conformance with Zoning Development Standards:*** The proposed map is located in the Single Family Residential (R1) zone district. In accordance with the City Code, the proposed division may be permitted with an approved tentative parcel map. Any future development of the site would be subject to City Code and environmental review.

DEVELOPMENT STANDARDS FOR **R1** ZONE			
DEVELOPMENT STANDARD	**REQUIREMENT**	**PROPOSED**	**COMPLIES?**
Minimum Lot Area	6,000 sq/ft	85,048 sq/ft	YES
Minimum Lot Frontage	50 feet	414.87 feet	YES
Minimum Lot Width	60 feet	414.87 feet	YES
Minimum Lot Depth	100 feet	205 feet	YES

c) ***General Plan Policies:*** Table V-11 of the General Plan, Land Use Designation and Zoning Correlation does not have a corresponding zone designation for Miscellaneous Agriculture –Planning Reserve, which permits "a maximum of one dwelling unit per minimum 40 acre parcel." The Planning Reserve Overlay land use designation "has been placed over certain open space areas of the City to indicate that they may be considered

ATTACHMENT 3
PAGE 2 OF 3

for urbanization during the term of the 2020 General Plan and may be evaluated during the next comprehensive general plan review." Given that there is no corresponding zone designation and residential use is permitted in the 2020 General Plan Agriculture land use designation, the 2020 General Plan land use designation and zoning may be found consistent by interpretation. In the 2020 General Plan Update, this city parcel is being considered for change to commercial use.

Attachments:

A. Maps (Vicinity, General Plan, Zoning)
B. Reduced Project Plans
C. Notice of Exemption
D. Resolution

ATTACHMENT 3
PAGE 3 OF 3

Prepared by: JB
Approved by: SM
SM

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,532

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5747 FOR PROPERTY ADDRESSED AT 2801 EAST CHANNEL ISLANDS BOULEVARD (APN 220-0-030-045), SUBJECT TO CERTAIN CONDITIONS. FILED BY TIM WHITE, 750 WEST GONZALES ROAD, OXNARD, CA 93036.

WHEREAS, City Council has carefully reviewed Planning Commission Resolution No. 2008-35 recommending approval of Tentative Subdivision Map No. 5747 (Tentative Subdivision Map), for property located 2801 East Channel Islands Blvd., filed by Tim White; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan and any applicable Specific Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, Section 15315 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

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

Tentative Subdivision Map for Tract No. 5747 is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2008-35.

PASSED AND ADOPTED this 1st day of July, 2008, by the following vote:

AYES: Councilmembers Holden, Maulhardt, Zaragoza, and Herrera.

NOES: Councilman Flynn.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

James F. Rupp Jr. for
Gary L. Gillig, City Attorney

ATTACHMENT 4
PAGE 2 OF 2

VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS

Tract/Parcel Map
Project Location:
PARCEL MAP 5747

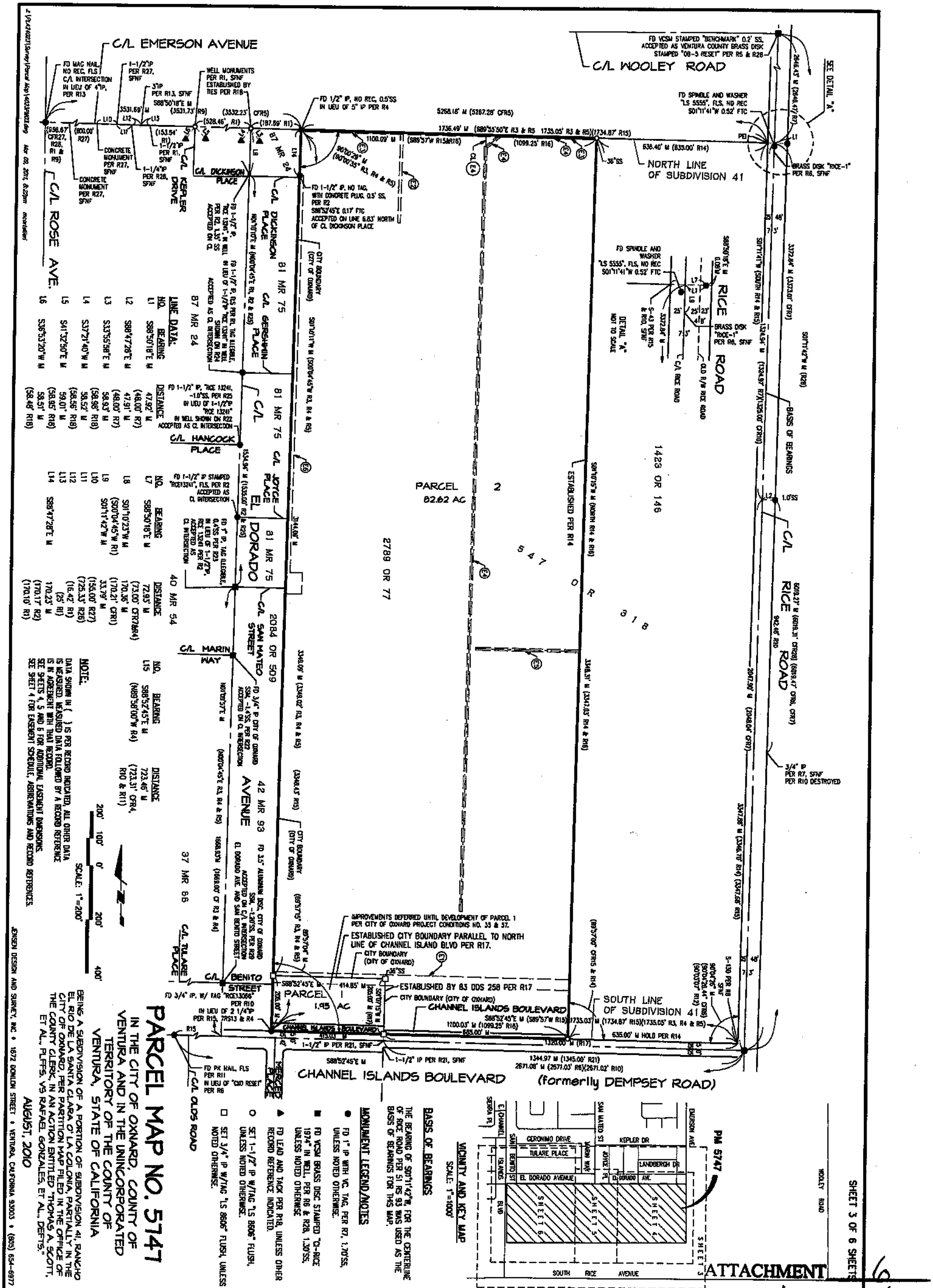
- ☒ Map requires subdivision improvement agreement.
- ☒ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the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

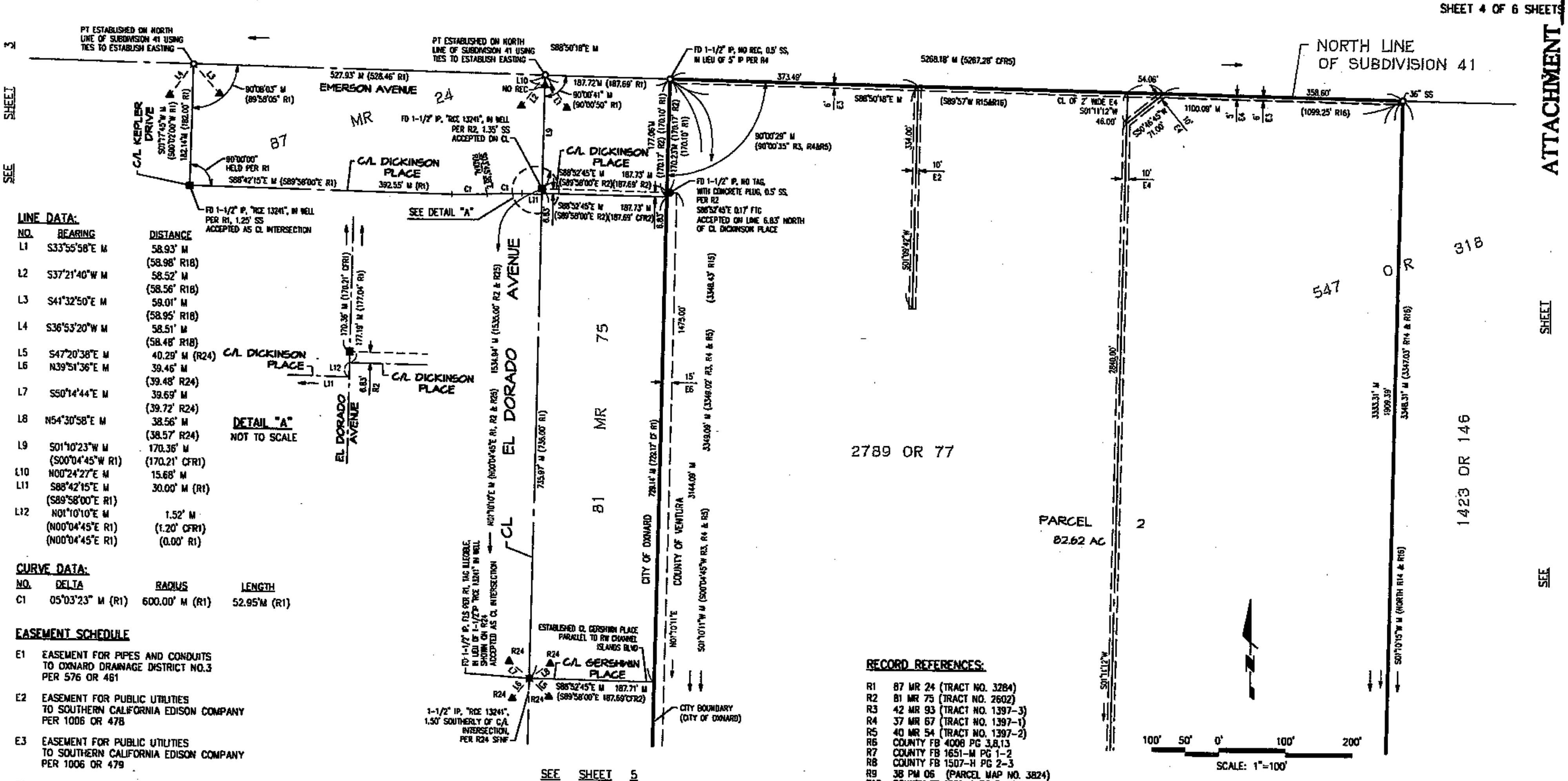
DATE: 12.7.11

Paul Wendt
Paul Wendt
Development Services Program

G:/Clara/Verification of Status/VERIFICATION OF STATUS

ATTACHMENT 5
PAGE 1 OF 1


C/L EMERSON AVENUE
C/L WOOLEY ROAD
C/L ROSE AVE.
C/L KEPLER DRIVE
C/L DICKINSON PLACE
C/L GERSHWIN PLACE
C/L HANCOCK PLACE
C/L JOYCE PLACE
EL DORADO
C/L SAN MATEO STREET
C/L MARIN WAY
AVENUE
C/L TULARE PLACE
C/L BENITO STREET
C/L OLDS ROAD
NORTH LINE OF SUBDIVISION 41
SOUTH LINE OF SUBDIVISION 41
RICE ROAD
C/L RICE ROAD
PARCEL 2
82.62 AC
PARCEL 1
1.95 AC
CHANNEL ISLANDS BOULEVARD
(formerlly DEMPSEY ROAD)
1423 OR 146
2789 OR 77
547 OR 318
2084 OR 509
81 MR 75
87 MR 24
40 MR 54
42 MR 93
37 MR 66
BASIS OF BEARINGS
DETAIL "A" NOT TO SCALE
SEE DETAIL "A"
LINE DATA
ESTABLISHED PER R14
ESTABLISHED CITY BOUNDARY PARALLEL TO NORTH LINE OF CHANNEL ISLAND BLVD PER R17.
IMPROVEMENTS DEFERRED UNTIL DEVELOPMENT OF PARCEL 1 PER CITY OF OXNARD PROJECT CONDITIONS NO. 35 & 37.
ESTABLISHED BY 83 DDS 258 PER R17
CITY BOUNDARY (CITY OF OXNARD)
SCALE: 1"=200'
NOTE:
DATA SHOWN IN ( ) IS PER RECORD INDICATED, ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
SEE SHEETS 4, 5 AND 6 FOR ADDITIONAL EASEMENT DIMENSIONS.
SEE SHEET 4 FOR EASEMENT SCHEDULE, ABBREVIATIONS AND RECORD REFERENCES.
PARCEL MAP NO. 5747
IN THE CITY OF OXNARD, COUNTY OF VENTURA AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 41, RANCHO EL RIO DE LA SANTA CLARA O' LA COLONIA, PARTIALLY IN THE CITY OF OXNARD, PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK, IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS RAFAEL GONZALES, ET AL., DEFTS."
AUGUST, 2010
JENSEN DESIGN AND SURVEY, INC • 1672 DONLON STREET • VENTURA, CALIFORNIA 93003 • (805) 654-6977
BASIS OF BEARINGS
THE BEARING OF S01°11'42"W, FOR THE CENTERLINE OF RICE ROAD PER 51 RS 83 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.
MONUMENT LEGEND/NOTES
FD 1" IP WITH VC TAG, PER R7, 1.70'SS, UNLESS NOTED OTHERWISE.
FD VCSM BRASS DISC STAMPED "CI-RICE 1974" IN WELL, PER R6 & R28, 1.30'SS, UNLESS NOTED OTHERWISE
FD LEAD AND TACK PER R18, UNLESS OTHER RECORD REFERENCE INDICATED.
SET 1-1/2" IP W/TAG "LS 8606" FLUSH, UNLESS NOTED OTHERWISE.
SET 3/4" IP W/TAG "LS 8606" FLUSH, UNLESS NOTED OTHERWISE.
VICINITY AND KEY MAP
SCALE: 1"=1000'
PM 5747
SHEET 3 OF 6 SHEETS
ATTACHMENT 6
PAGE 1 OF 4



LINE DATA:

NO.	BEARING	DISTANCE
L1	S33°55'58"E M	58.93' M (58.98' R18)
L2	S37°21'40"W M	58.52' M (58.56' R18)
L3	S41°32'50"E M	59.01' M (58.95' R18)
L4	S36°53'20"W M	58.51' M (58.48' R18)
L5	S47°20'38"E M	40.29' M (R24)
L6	N39°51'36"E M	39.46' M (39.48' R24)
L7	S50°14'44"E M	39.69' M (39.72' R24)
L8	N54°30'58"E M	38.56' M (38.57' R24)
L9	S01°10'23"W M (S00°04'45"W R1)	170.36' M (170.21' CFR1)
L10	N00°24'27"E M	15.68' M
L11	S88°42'15"E M (S89°58'00"E R1)	30.00' M (R1)
L12	N01°10'10"E M (N00°04'45"E R1) (N00°04'45"E R1)	1.52' M (1.20' CFR1) (0.00' R1)

CURVE DATA:

NO.	DELTA	RADIUS	LENGTH
C1	05°03'23" M (R1)	600.00' M (R1)	52.95'M (R1)

EASEMENT SCHEDULE

E1 EASEMENT FOR PIPES AND CONDUITS TO OXNARD DRAINAGE DISTRICT NO.3 PER 576 OR 461

E2 EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY PER 1006 OR 478

E3 EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY PER 1006 OR 479

E4 EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY PER 1340 OR 225

E5 EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY PER 1350 OR 392

E6 EASEMENT FOR DRAINAGE AND ACCESS TO THE CITY OF OXNARD PER 5382 OR 766

ABBREVIATIONS

CF	CALCULATED FROM
FB	FIELD BOOK
FD	FOUND
FLS	FLUSH
FTC	FROM TRUE CORNER
IP	IRON PIPE
NO REC	NO RECORD
NFNS	NOTHING FOUND NOTHING SET
OR	OFFICIAL RECORDS
PEI	POINT ESTABLISHED BY INTERSECTION
PRO	PROPORTIONED
(R)	RADIAL
SFNF	SEARCHED FOR NOT FOUND
SS	SUB SURFACE
SSM	STANDARD SURVEY MONUMENT
VC	VENTURA COUNTY

MONUMENT LEGEND/NOTES

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- ■ FD VCSM BRASS DISC STAMPED "CI-RCE 1974" IN WELL, PER R6, 1.30'SS, UNLESS NOTED OTHERWISE.
- ▲ FD LEAD AND TACK PER R18, UNLESS OTHER RECORD REFERENCE INDICATED.
- ○ SET 1-1/2" IP W/TAG "LS 8606" FLUSH, UNLESS NOTED OTHERWISE.
- □ SET 3/4" IP W/TAG "LS 8606" FLUSH, UNLESS NOTED OTHERWISE.

RECORD REFERENCES:

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R2 81 MR 75 (TRACT NO. 2602)
R3 42 MR 93 (TRACT NO. 1397-3)
R4 37 MR 67 (TRACT NO. 1397-1)
R5 40 MR 54 (TRACT NO. 1397-2)
R6 COUNTY FB 4006 PG 3,8,13
R7 COUNTY FB 1651-M PG 1-2
R8 COUNTY FB 1507-H PG 2-3
R9 38 PM 06 (PARCEL MAP NO. 3824)
R10 COUNTY FB 1651-A PG 7-10
R11 OXNARD CITY FB LL-43 PG 274
R12 COUNTY FB 1507-A PG 3
R13 6 RS 23
R14 1423 OR 146 (CREATING DEED APN 220-0-030-14)
R15 547 OR 318 (SENIOR PARCEL)
R16 2789 OR 77 (CREATING DEED APN 220-0-030-02)
R17 CITY OF OXNARD ANNEXATION NO. 60-13 (CITY LIMIT BOUNDARY CITY OF OXNARD)
R18 TY 30 CITY OF OXNARD TIE SHEET
R19 OXNARD CITY FB LL-7 PG 118
R20 OXNARD CITY FB LL-43 PG 273
R21 31 MR 62 (TRACT NO. 1340-1)
R22 TY 29 CITY OF OXNARD TIE SHEET
R23 OXNARD CITY FB LL-43 PG 263
R24 OXNARD CITY FB LL-43 PG 261
R25 87 MR 27 (TRACT NO. 2911)
R26 65 MR 26 (TRACT NO. 2091-4)
R27 57 MR 39 (TRACT NO. 2091-2)
R28 51 RS 93
R29 3 CR 33 (COUNTY CORNER RECORD)
R30 3 CR 32 (COUNTY CORNER RECORD)
R31 54 MR 37 (TRACT NO. 1758)

NOTE:
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PARCEL MAP NO. 5747

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AUGUST, 2010

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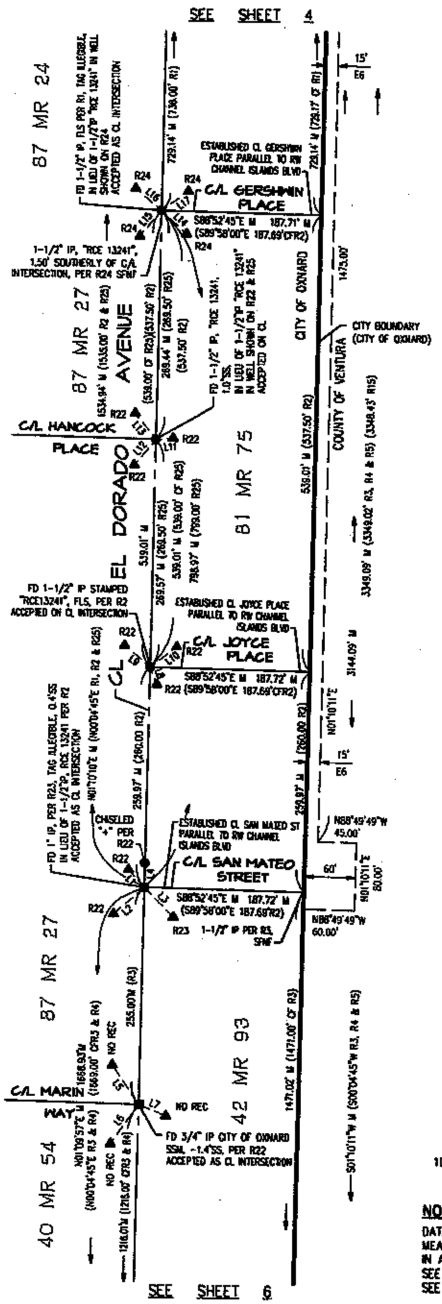
ATTACHMENT 6
PAGE 2 OF 4



MONUMENT LEGEND/NOTES

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- ■ FD VCSM BRASS DISC STAMPED "CI-RICE 1974" IN WELL, PER R6, 1.30'SS, UNLESS NOTED OTHERWISE.
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R6 COUNTY FB 4008 PG 3,8,13
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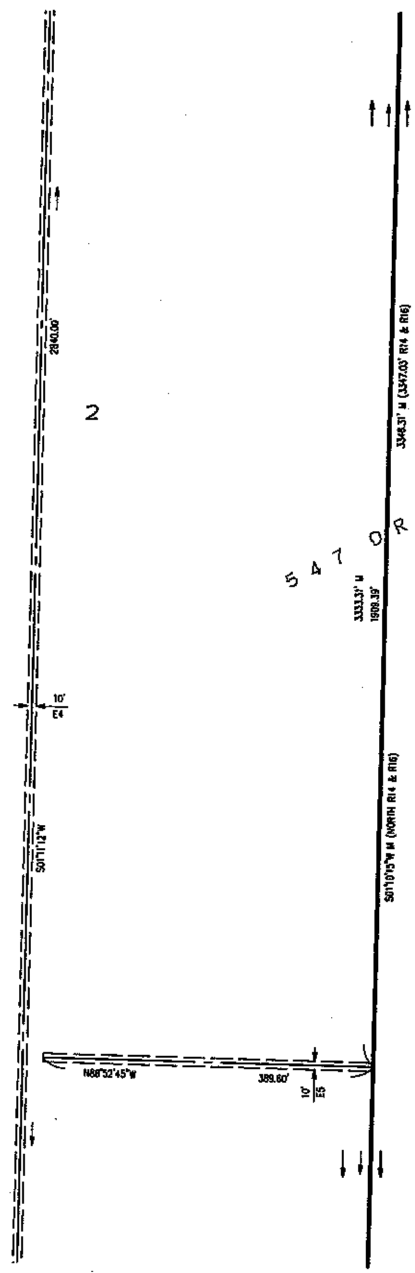
R28 51 RS 93
R29 3 CR 33 (COUNTY CORNER RECORD)
R30 3 CR 32 (COUNTY CORNER RECORD)
R31 54 MR 37 (TRACT NO. 1758)

PARCEL 2
8262 AC

2789 OR 77



1423 OR 146

SCALE: 1"=100'

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SEE SHEET 4 FOR EASEMENT SCHEDULE AND ABBREVIATIONS.

LINE DATA:

NO.	BEARING	DISTANCE
L1	N42°22'25"W M	27.87' M (27.88' R23)
L2	N48°34'41"E M	48.11' M (48.14' R23)
L3	S44°38'22"E M	48.78' M (48.74' R23)
L4	N01°01'28"E M	28.97' M (28.98' R23)
L5	N34°08'27"W M	55.92' M
L6	N35°37'06"E M	56.91' M
L7	S67°49'51"E M	34.51' M
L8	S07°00'55"E M	20.27' M (20.36' R22)
L9	S50°03'52"E M	39.50' M (39.55' R22)
L10	N52°35'01"E M	39.35' M (39.33' R22)
L11	S86°28'23"W M	20.30' M (20.28' R22)
L12	S39°45'17"W M	39.49' M (39.58' R22)
L13	N38°36'16"W M	39.29' M (39.36' R22)
L14	S47°20'38"E M	40.29' M (R24)
L15	N39°51'36"E M	39.46' M (39.48' R24)
L16	S50°14'44"E M	39.69' M (39.72' R24)
L17	N54°30'58"E M	38.56' M (38.57' R24)
L18	S88°47'28"E M	47.91' M (48.00' R7)

PARCEL MAP NO. 5747

IN THE CITY OF OXNARD, COUNTY OF VENTURA AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA

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AUGUST, 2010

JENSEN DESIGN AND SURVEY, INC • 1672 DONLON STREET • VENTURA, CALIFORNIA 93003 • (805) 654-6977

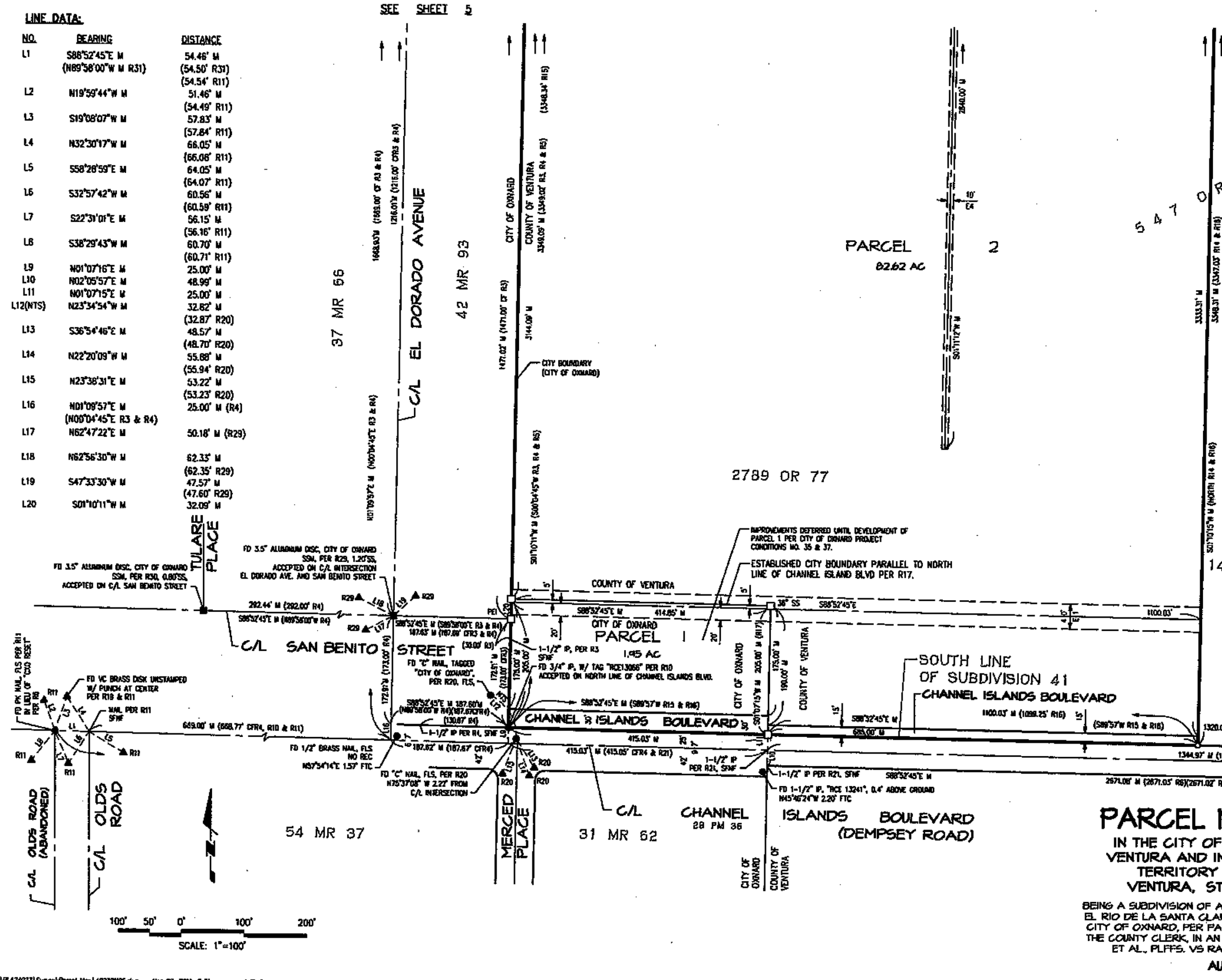
d:\PLA24023\Survey\Parcel Map\4023PM05.dwg Mar 09, 2011, 8:30pm mcortelleri

ATTACHMENT 6
PAGE 3 OF 4

SEE SHEET 5

LINE DATA:

NO.	BEARING	DISTANCE
L1	S88°52'45"E M (N89°58'00"W M R31)	54.46' M (54.50' R31) (54.54' R11)
L2	N19°59'44"W M	51.46' M (54.49' R11)
L3	S19°08'07"W M	57.83' M (57.84' R11)
L4	N32°30'17"W M	66.05' M (66.08' R11)
L5	S58°28'59"E M	64.05' M (64.07' R11)
L6	S32°57'42"W M	60.56' M (60.59' R11)
L7	S22°31'01"E M	56.15' M (56.16' R11)
L8	S38°29'43"W M	60.70' M (60.71' R11)
L9	N01°07'16"E M	25.00' M
L10	N02°05'57"E M	48.99' M
L11	N01°07'15"E M	25.00' M
L12(NTS)	N23°34'54"W M	32.82' M (32.87' R20)
L13	S36°54'46"E M	48.57' M (48.70' R20)
L14	N22°20'09"W M	55.88' M (55.94' R20)
L15	N23°38'31"E M	53.22' M (53.23' R20)
L16	N01°09'57"E M (N00°04'45"E R3 & R4)	25.00' M (R4)
L17	N62°47'22"E M	50.18' M (R29)
L18	N62°56'30"W M	62.33' M (62.35' R29)
L19	S47°33'30"W M	47.57' M (47.60' R29)
L20	S01°10'11"W M	32.09' M



SEE SHEET 3

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PARCEL MAP NO. 5747

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AUGUST, 2010

JENSEN DESIGN AND SURVEY, INC • 1672 DONLON STREET • VENTURA, CALIFORNIA 93003 • (805) 654-6977

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PARCEL MAP NO. 5747 (PLANNING & ZONING PERMIT NO. 08-300-02) FOR PROPERTY LOCATED AT 2801 EAST CHANNEL ISLANDS BOULEVARD (A.P.N.'s 220-0-030-025 AND 220-0-030-045), SUBJECT TO CERTAIN CONDITIONS. FILED BY PROPERTY OWNERS JOHN W. BORCHARD JR., JURGEN GRAMCKOW, AND MARSHALL MILLIGAN, C/O CHANNEL ISLANDS ASSOCIATION, P.O. BOX 6045, CAMARILLO CA 93031-6045.

WHEREAS, Tentative Parcel Map No. 5747 (Planning & Zoning Permit No. 08-300-02) for property located at 2801 East Channel Islands Boulevard, filed by designated agent Jensen Design & Survey on behalf of the property owners (John W. Borchard, Jr., sole Trustee for six non-exempt residuary trusts; John W. Borchard, Jr., and Jurgen Gramckow, Co-Trustees of the CI Trust; Michael S. Milligan and Marshall C. Milligan, Co-Trustees under Trust Agreement; and Marathon Land, Inc., successor by merger to Southland Sod Farms, Inc.), was recommended for approval by Planning Commission Resolution No. 2008 – 35, and approved by city Council Resolution No. 13,532, subject to certain conditions; and

WHEREAS, the Parcel Map for such subdivision has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision; and

WHEREAS, the Parcel Map is exempt from environmental review pursuant to the California Environmental Quality Act, Section 15315, in accordance with City Council Resolution No. 10,851.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. Parcel Map No. 5747 is approved, subject to the conditions set forth in Planning Commission Resolution No. 2008 – 35 and City Council Resolution No. 13,532 adopted for the Tentative Parcel Map (Planning & Zoning Permit No. 08-300-02), incorporated herein by reference.

2. The City Council finds that the Parcel Map is consistent with the General Plan as adopted, and is in substantial conformance with the previously approved Tentative Parcel Map.

3. The Subdivision Improvement Agreement is approved and the Mayor is authorized to execute such Agreement.

4. All offers of dedication shown on such map are accepted subject to improvement.

PASSED AND ADOPTED this 10th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Meeting Date: Jan. 10, 2012

ACTION	TYPE OF ITEM
❒ Approved Recommendation	■ Info/Consent
❒ Ord. No(s). ______	❒ Report
❒ Res. No(s). ______	❒ Public Hearing (Info/consent)
❒ Other ______	❒ Other ______

Prepared By: James Cameron JC ______ Agenda Item No. I-7

Reviewed By: City Manager ______ City Attorney ______ Finance JC ______ Other *(Specify)* ______

DATE: January 5, 2012

TO: City Council

FROM: Edmund F. Sotelo
City Manager

SUBJECT: **FY 2011-12 Salary Adjustment for Non-Represented Employees**

RECOMMENDATION

That City Council approve a 2% salary adjustment effective January 2, 2012 for non-represented employees, including management, mid-management, and confidential employee classifications as budgeted.

DISCUSSION

Last fiscal year, the various bargaining units for City employees with the exception of SEIU, agreed to a 4 year contract that provides for a 2% pay adjustment effective January 2012 as well as 3% in January 2013 and 3% in January 2014, with no increase in the prior fiscal year. Funding for the January 2012 adjustment was included in the adopted budget for FY 2011-12. While non-represented employees were not specifically discussed, capacity was included in the budget for the same salary adjustment offered to all the bargaining units and approved by the Oxnard Peace Officers Association (OPOA), International Association of Fire Fighters (IAFF), and International Union of Operating Engineers (IUOE). The last salary adjustment received by non-represented employees was 5% in FY 2007-08.

FINANCIAL IMPACT

The cost of the 2% pay adjustment effective January 2012 for non-represented employees has been budgeted at $94,000 in the general fund and $79,000 for all other funds for a total cost of $173,000. The cost of this salary adjustment was more than offset by savings in workers compensation rates.

JC:tr

Meeting Date: 1/10/2012

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

Prepared By: William E. Wilkins ________ Agenda Item No. I-8

Reviewed By: City Manager City Attorney ________ Finance ________ Other (Specify)

DATE: December 27, 2011

TO: Mayor & City Council
Housing Authority Commission

FROM: William E. Wilkins, Housing Director
Housing Department

James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Colonia Multi-Service Center Building Lease**

RECOMMENDATION

1. That City Council approve and authorize the City Manager to execute a Third Amendment to the Multi-Service Center Building Lease 2005 by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard ("Housing Authority").

2. That the Housing Authority Commission approve and authorize the Housing Director to execute a Third Amendment to the Multi-Service Center Building Lease 2005 by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard, ("Housing Authority").

DISCUSSION

Background:

The City's Multi-Service Center, located at 1500 Camino del Sol was originally leased to the Housing Authority on July 19, 1994, to assist the Housing Authority in obtaining a $1 million HUD grant to implement a Family Investment Center (FIC). The FIC was a five-year program, which was successful in bringing self-sufficiency training, including trades apprenticeship training, job training, and supportive services to residents of public housing. When the grant term ended, the Housing Authority continued the program, at a reduced level, and a new lease was initiated on July 1, 2001. Upon completion of the 2001 lease a new lease was initiated on July 1, 2005.

The Multi-Service Center has rent paying tenants, but has never generated enough rental income to support operating costs. Over the past 10 years the City and Housing Authority staff has continually analyzed the projected operating costs in comparison with the revenues received for the Multi-Service Center. The last Fiscal Year (2010-2011); the annual operating deficit for the Multi-Service Center was $162,983.16 and the City was able to cover the gap with general funds appropriated in the previous fiscal year. It is important to note the expenses for the Multi-Service Center are substantial. They include: interior and exterior building costs, such as grounds keeping, roofing, plumbing, electrical, heating, air conditioning, as well as any expenses associated with maintaining a safe structure.

While the Third Amendment continues the previous leasing arrangement, it will be at a reduced level of financial support. Housing Authority staff has projected a "bare bones budget," this would enable the City to reduce support by approximately 51 percent or $82,983. As such, a $80,000 subsidy during the next two Fiscal Years, (2011-2013), would ensure the continued operation of the Multi-Service Center.

Service:

The Multi-Service Center is a tremendous asset to the La Colonia community and surrounding neighborhoods. For more than 17 years, the Multi-Service Center has provided an operational base for the Resident Services Programs that serve the public housing residents. Resources and services provided include, a computer lab with 13 computers, Barrio Production Media, apprenticeship classes, build your own computer instruction, Teen Parent College Entry Program in partnership with Oxnard College, afterschool tutoring and youth activities program, a daily Kid's Café and monthly Food Share distribution. It also provides post-employment follow up and support, and recently began providing services to network the Housing Authority's Section 8 Self-Sufficiency Program participants.

Tenants located at the Multi-Service Center include: Child Development Resources (CDR) Head Start Program, Child Development Incorporated (CDI) La Escuelita, City impact, Promotras & Promotores Foundation and the City of Oxnard Colonia Library branch.

FINANCIAL IMPACT

The Third Amendment continues the previous leasing arrangement at a reduced level of financial support. In order to continue operation of the Service Center the following financial adjustments will be made: two staff members will be transferred to other divisions, oversight responsibilities will be given to a supervisor, and the resident services staff will manage the building. Funds from the city will be used to pay utilities and make any necessary repairs. Housing Authority staff has determined that they will be able to operate the Colonia Service-Center with a 51 percent reduction of the City's financial support or $82,983. The $80,000 subsidy from the City during the next two Fiscal Years, (2011-2013), would ensure the continued operation of the Multi-Service Center.

The Housing Authority will pay the sum of $1.00 per year for the use and occupancy of the Premises.

Attachment #1 – Multi-Service Center Building Lease 2005, A-5968
Attachment #2 – Third Amendment Extending Colonia Multi Service Center Lease

A-5968

COLONIA MULTI-SERVICE CENTER BUILDING LEASE
2005

This Colonia Multi-Service Center Building Lease ("Lease") is entered into effective the 1st day of July 2005, by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard, ("Lessee"), for use of property located at 1500 Camino de Sol, Oxnard, California, upon the following terms and conditions:

1. DESCRIPTION OF PROPERTY; MATERIAL FACTS

a. Lessor hereby leases to Lessee the exclusive use of an approximate 17,682 square foot building located at 1500 Camino Del Sol in Oxnard, California ("Premises"). This Lease renews the tenancy of Lessee which commenced under a lease dated July 19, 1994 and has continued under a lease dated July 1, 2001 and an extension thereof ("Prior Leases"). Presently, the Premises are occupied by Lessee and by subtenants of Lessee. Most of Lessee's subtenants are public service organizations, providing support for the community and Housing Authority public housing tenants. Lessor and Lessee acknowledge that the subtenants presently occupying the Premises are providing public service to the residents of Oxnard.

b. Lessee has previously operated the Premises on a deficit basis. Lessee has throughout the term of the Prior Lease funded the operating deficit with a federal grant. The grant has been exhausted. Lessor and Lessee have each analyzed and projected the annual operating costs of the Premises, and compared such projected costs to the revenue currently received by Lessee for operating the Premises. Lessee projects that on an annual basis the Premises will operate during the first year of the term of this Lease at a deficit of approximately $150,500, which deficit will increase as the cost of providing essential services to the Premises increases.

c. Lessor and Lessee desire that Lessee continue to operate the Premises and that the subtenants presently or in the future occupying the Premises continue to provide services to the community. Lessor and Lessee have determined that the most economical and effective method to operate the Premises is by execution of this Lease.

2. TERM

The term of this Lease shall commence on July 1, 2005 and shall continue thereafter until June 30, 2007, unless sooner terminated pursuant to the provisions of this Lease, or in accordance with law. This Lease may be extended for two additional two-year terms by a written agreement executed by the City Manager and the Housing Director.

3. USE

The Premises shall be used for the following specified purposes and shall not be used for any other purpose without the prior written consent of the City Manager: office space, library purposes, child care purposes, after school programs, job and training programs, welfare to work programs and other public service programs operated by either Lessee or subtenants.

4. RENT

Lessee agrees to pay to Lessor as rent for the use and occupancy of the Premises the sum of $1.00 per year. Lessor hereby acknowledges receipt of rent for the entire Lease term.

5. IMPROVEMENTS

a. Lessee shall not make, or permit to be made, any material alteration to the Premises, or any part thereof, without the prior written consent of the City Manager. The City Manager will not unreasonably withhold consent to any request by Lessee to make reasonable improvements to the Premises. Lessee will not make material changes to the signs identifying the Premises without written consent of the City Manager.

b. Any improvements placed or constructed upon the Premises shall be at the sole expense of Lessee. Any addition to or alteration of the Premises, except movable furniture and trade fixtures, shall become a part of the realty and belong to Lessor.

c. Lessee shall, at Lessee's sole expense, provide and maintain any special equipment used by Lessee and make any installation, alteration or improvement required by law or by any governmental authority by reason of Lessee's use of the Premises.

6. MECHANIC'S LIENS

Lessee shall maintain the Premises free from any lien arising out of any work performed on the Premises, for material and labor furnished to the Premises, or for any obligation incurred by Lessee.

7. INDEMNITY

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

8. UPKEEP OF PREMISES: MAINTENANCE AND REPAIR

a. Lessee accepts the Premises "as is", and agrees, at Lessee's sole expense (with the use of the operating subsidy described below), to maintain the Premises and the landscaping immediately surrounding the Premises in neat and clean order and in a condition free from debris and accumulations of waste and fire hazards. Lessee, at its own expense (with the use of the "operating subsidy" described below), shall maintain and make all necessary repairs to the Premises, except as otherwise provided below.

b. Lessee shall maintain on a routine basis air conditioning, heating and ventilation systems, however, Lessee shall not be responsible for repair or replacement of major system components.

c. Lessor shall be responsible for replacement and repair of all exterior utility lines, such as gas, electric, water and sewer lines servicing the Premises. Lessor shall be responsible for maintenance, repair, and lighting of the parking facilities adjacent to and servicing the Premises.

d. Lessee shall be liable for the costs of any repairs to the Premises that may be necessary due to Lessee's acts or omissions.

e. Lessee agrees that on the last day of the Lease term or upon early termination of this Lease, Lessee will surrender to Lessor the Premises and appurtenances in the same condition as received, less reasonable use and wear.

f. If Lessee shall fail to perform its duty of maintenance or repair hereunder, Lessor may, following thirty days (30) written notice to Lessee, perform or cause to be performed the maintenance or repair obligations of Lessee hereunder at Lessee's expense.

9. OPERATING SUBSIDY

a. Lessor shall pay to Lessee an operating subsidy of $150,500 during the first year of the term of this Lease. Thereafter, the operating subsidy shall be adjusted according to the

"CPI" as follows: The annual operating subsidy adjustment shall be based on the CPI and shall first be effective July 1, 2006 and on July 1 of each subsequent year during the term of this Lease including all extensions. The operating subsidy shall be increased or decreased on July 1 of each year by the same percentage as the percentage increase or decrease in the CPI for the year immediately preceding such July 1 date (averaged for the year) compared to the year next preceding such July 1 date (averaged for the year). "CPI" means the Consumer Price Index, which is based on all urban consumers for the Los Angeles, Riverside, Orange County Metropolitan Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

b. The operating subsidy together with all revenues received by Lessee from subtenants and from Lessee's own programs for occupancy of the Premises shall be used only to defray the reasonable and appropriate expenses of operating the Premises, including direct expenses and administrative expenses. Lessee shall provide to Lessor, within 90 days of the end of each year of the term of this Lease, a summary of expenses paid for the Lease year and revenues received. To the extent that revenues exceed expenses, the revenues shall be offset against the operating subsidy for the following year of the Lease term; provided, however, that Lessee shall be allowed to maintain an operating reserve equal to 8% of the previous year's operating expenses. If at the end of the Lease term, there is an excess of revenue over expenses and/or there remains any operating reserve, Lessee shall pay such excess, as well as the operating reserve, to Lessor.

c. The operating subsidy shall be prorated and paid on a monthly basis, so that 1/12 of the subsidy shall be paid each month. During the first year of the Lease, the monthly payment amount shall be $12,542. Payment shall be made to the Housing Director or designee on the first day of the month, commencing with July 1, 2005.

10. INSURANCE

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

a. Lessee shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager,
addressed as specified in Exhibit INS-N.

b. Maintenance of proper insurance coverages by Lessee is a material element of this

c. Lease. Lessee's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Lease.

11. FIRE INSURANCE

The maintenance of fire and extended coverage casualty insurance on the Premises and the improvements therein leased (except fixtures, appliances, equipment and any other items brought into the Premises by Lessee) shall be the responsibility of Lessor. Following Lessor's notice to Lessee thereof, Lessee shall not permit acts to be done upon the Premises or uses to be made thereof which will increase the existing rate of fire or extended coverage insurance on the Premises or any part thereof.

12. ASSIGNMENT -- SUBLETTING

Lessee may sublet all or any part of the Premises to any person or entity, so long as the "Use" provisions of Paragraph 3 herein above are not violated. Any subletting or assignment which would otherwise violate the "Use" provisions shall require the prior written consent of the City Manager. The City Manager's consent to any assignment, subletting, occupation or use by another person or entity shall not be deemed to be a consent to any subsequent assignment, subletting, or grant of permission for use.

13. UTILITIES

a. Lessee shall pay for and supply to the Premises all electricity, natural gas, water, wastewater, solid waste, cable television, and other utility services.

b. Lessee shall provide, at its own expense, telephone service and any other necessary or convenient service which Lessee may require.

14. TAXES AND INSURANCE

If any activities carried on by Lessee or Lessee's subtenants at the Premises result in the imposition of property or possessory interest taxes, Lessee shall be responsible for the payment of such taxes.

15. WASTE; QUIET CONDUCT

Lessee shall not permit, or suffer to be committed, any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of any other lessee in the Premises.

16. PARKING

Lessee and Lessee's employees, agents and invitees shall have the right with other users to use the parking facilities appurtenant to the Premises.

17. ENTRY BY LESSOR

Lessee shall permit Lessor, its agents or employees to enter into and upon the Premises at all reasonable times for the purpose of inspections or making repairs, alterations or additions to any portion of the Premises which Lessor is required to make without any rebate or liability to Lessee for any loss of occupation or quiet enjoyment of the Premises occasioned thereby. Lessor agrees that such right of entry shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Lessee or Lessee's subtenants on the Premises.

18. WAIVER

A waiver by Lessor of any default by Lessee in the performance of any covenant, term or condition of the Lease shall not constitute or be deemed a waiver of any subsequent or other default. The subsequent acceptance of the monthly payment hereunder by Lessor shall not be deemed to be a waiver of any preceding breach or default by Lessee regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such payment.

19. NOTICES

Except as otherwise provided, any communication between Lessor and Lessee and notices provided herein are to be given in writing or made by mailing:

To Lessee: Salvador Gonzalez, Housing Director
c/o Oxnard Housing Authority
435 S. D Street
Oxnard, California 93030

To Lessor: Edmund F. Sotelo, City Manager
300 West Third Street, Suite 400
Oxnard, California 93030

20. GOVERNING LAW

Lessor and Lessee agree that the construction and interpretation of this Lease and the rights and duties of Lessor and Lessee hereunder shall be governed by the laws of the State of California.

21. FRUSTRATION OF PURPOSE

At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the Premises should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in this Lease, Lessee or Lessor may elect, within one hundred twenty (120) days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Premises. Any such cancellation and surrender shall act to release and discharge Lessee or Lessor from any further obligation under this Lease.

22. SEVERABILITY

Lessor and Lessee agree that the invalidity in whole or in part of any provision of this Lease shall not void or affect the validity of any other provision.

23. SUCCESSORS AND ASSIGNS

Lessor and Lessee agree that this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

24. TIME OF ESSENCE

Lessor and Lessee agrees that time is of the essence in regard to performance of any of the terms or condition of this Lease.

25. CONDEMNATION

In case the whole of the Premises or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessee or Lessor may terminate this Lease effective as of the date possession is required to be surrendered to such authority. Lessee shall not, because of such taking, assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessor except as provided below. In the event the amount of the Premises or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall still be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking. This clause shall not be construed to prevent subtenants from making a claim to any amount of compensation in connection with the exercise of the power of eminent domain.

26. ENTIRE AGREEMENT

Lessor and Lessee agree that this Lease constitutes the entire agreement of the parties and supersedes all prior communications, agreements and promises either oral or written. Lessor and Lessee agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any modifications to this Lease, however, shall be effective only when agreed to in writing by both Lessor and Lessee.

CITY OF OXNARD

HOUSING AUTHORITY OF THE CITY OF OXNARD

Edmund F. Sotelo
City Manager

Salvador Gonzalez
Housing Director

APPROVED AS TO FORM:

Gary L. Gillig,
City Attorney

APPROVED AS TO CONTENT:

Arturo Casillas,
Housing Programs Manager

Alan Holmberg
Deputy General Counsel,
Housing Authority of the City of Oxnard

APPROVED AS TO INSURANCE:

Andrea Daroca
Interim Risk Manager

for Carrie Sabatini
Housing Financial Officer

Attachment No. 1
Page 8 of 10

A-5968

AMENDMENT EXTENDING COLONIA MULTI-SERVICE CENTER LEASE

This Amendment Extending Colonia Multi-Service Center Building Lease, ("Lease") made and entered into effective July 1, 2007, in the County of Ventura, State of California, amends the Colonia Multi-Service Center Building Lease 2005 ("Lease") entered into July 1, 2005, by and between the Housing Authority of the City of Oxnard ("Lessee") and The City of Oxnard ("Lessor").

The Lease is amended as follows:

1. Pursuant to Section 2 ("Term") Lessee and Lessor hereby extend this Lease for two years.

   This Lease shall expire on June 30, 2009.

2. Except as hereby amended, the Lease remains in full force and effect.

HOUSING AUTHORITY OF THE CITY OF OXNARD

2 May 07

Sal Gonzalez, Housing Director

CITY OF OXNARD

Edmund F. Sotelo, City Manager

APPROVED AS TO CONTENT:

Arturo Casillas, Housing Programs Manager

APPROVED AS TO FORM:

Alan Holmberg, Assistant City Attorney

APPROVED AS TO FORM:

Alan Holmberg, Deputy General Council

APPROVED AS TO INSURANCE:

Bennett OK

Susan Winder, Acting Risk Manager

APPROVED AS TO INSURANCE:

Carrie M. Sabatini
Administrative Service Manager

Attachment No. 1
Page 9 of 10

SECOND AMENDEMENT EXTENDING COLONIA MULTI-SERVICE CENTER LEASE

This Second Amendment Extending Colonia Multi-Service Center Building Lease, ("Lease") is made and entered into effective July 1, 2009, in the County of Ventura, State of California, amends the Colonia Multi-Service Center Building Lease 2005 ("Lease") entered into July 1, 2005, by and between the Housing Authority of the City of Oxnard ("Lessee") and the City of Oxnard ("Lessor"). The Lease previously has been amended by an "Amendment Extending Colonia Multi-Service Center Lease" effective July 1, 2007.

The Lease is amended as follows:

1. Pursuant to Section 2 ("Term") Lessee and Lessor hereby extend this Lease for two years. This is the second two year extension.
2. This Lease shall expire on June 30, 2011.
3. Except as hereby amended, the Lease remains in full force and effect.

HOUSING AUTHORITY OF THE CITY OF OXNARD

William E. Wilkins, Housing Director

APPROVED AS TO CONTENT:

Gil Guevara, Resident Services Coordinator

APPROVED AS TO FORM:

Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

Carrie Sabatini, Housing Finance Officer
Administrative Service Manager

CITY OF OXNARD

Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

Bennett G
James Cameron, Risk Manager

Attachment No. 1
Page 10 of 10

THIRD AMENDMENT EXTENDING COLONIA MULTI-SERVICE CENTER LEASE

This Third Amendment Extending Colonia Multi-Service Center Building Lease, ("Lease") is made and entered into effective July 1, 2011 in the County of Ventura, State of California, amends the Colonia Multi-Service Center Building Lease 2005 ("Lease") entered into July 1, 2005, by and between the Housing Authority of the City of Oxnard ("Lessee") and the City of Oxnard ("Lessor"). The Lease previously has been amended by an "Amendment Extending Colonia Multi-Service Center Lease" effective July 1, 2007, and a Second Amendment effective July 1, 2009.

The Lease is amended as follows:

1. In the second sentence of Section 2 of the Lease, the term "two additional" is deleted and replaced with the term "three additional". Pursuant to Section 2 ("Term") as do amended Lessee and Lessor hereby extend this Lease for two years. This is the third two year extension.
2. This Lease shall expire on June 30, 2013.
3. In Section 9 of the Lease, Subsection "d" is added to read as follows: "Notwithstanding any provision of this lease to the contrary, commencing July 1, 2011, the operating subsidy shall be $80,000 and shall not be subject to adjustment."
4. Except as hereby amended, the Lease remains in full force and effect.

HOUSING AUTHORITY OF THE
CITY OF OXNARD

William E. Wilkins, Housing Director

APPROVED AS TO CONTENT:

Rose Bañuelos, Resident Services Coordinator

APPROVED AS TO FORM:

Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

Carrie M Sabatini

Carrie Sabatini, Housing Finance Officer
Administrative Service Manager

CITY OF OXNARD

Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

Attachment No. 2
Page 1 of 1

AGENDA ITEM NO. I-9

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING SERGEANT RANDEY COLE FOR OVER TWENTY-EIGHT YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Randey Cole has given over 28 years of exemplary service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Randey Cole began his career on January 3 1984, with the City of Oxnard as a Patrol Officer. In 1996, he was promoted to the position of Senior Police Officer and thereafter promoted to Police Sergeant in 2002 and during that time accepted positions of increasing responsibility, scope and challenge; and

WHEREAS, in his career Randey Cole has held a wide variety of positions within the Oxnard Police Department including positions as a Patrol Officer, Traffic Officer, Traffic Investigator, Senior Police Officer, Beat Coordinator, Robbery Detective, Homicide Detective, Patrol Sergeant, Traffic Sergeant, and Detective Sergeant; and

WHEREAS, Randey Cole as a Sergeant has exemplified leadership and sound judgment; and

WHEREAS, Randey Cole has been an outstanding contributor to the Southside Little League and AYSO as a coach and referee; and

WHEREAS, Randey Cole will be sorely missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Sergeant Randey Cole for over twenty-eight years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED and ADOPTED this 10th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

_______________________________ FR
Alan Holmberg
City Attorney

AGENDA ITEM NO. I-10

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING POLICE OFFICER ROBERT CONTRERAS FOR OVER TWENTY-SIX YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Robert Contreras has given over 26 years of exemplary service to the City of Oxnard as an employee of the City; and

WHEREAS, Robert Contreras began his career in 1985, with the Oxnard Police Department. He remained at the rank of Police Officer for his entire career but had many different assignments that provided him an opportunity of increased responsibility, scope and challenge; and

WHEREAS, in his career Robert Contreras has held a wide variety of positions within the Police Department including positions as a Patrol Officer, Field Training Officer, and Detective in the Street Crimes and Gang Surveillance Unit; and

WHEREAS, Robert Contreras as a Police Officer has exemplified leadership and sound judgment; and

WHEREAS, Robert Contreras has been an outstanding contributor to youth sports serving as a coach, mentor, and board member at CBC youth baseball, Seaside of Oxnard Girls fast pitch, Christa McAuliffe Elementary School basketball, and Oxnard High Diamond Club; and

WHEREAS, Robert Contreras will be sorely missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Officer Robert Contreras for over twenty-six years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED and ADOPTED this 10th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

For

____
Alan Holmberg
City Attorney

AGENDA ITEM NO. I-11

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING POLICE OFFICER MARTIN ENNIS FOR OVER TWENTY-TWO YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Martin Ennis has given over 22 years of exemplary service to the City of Oxnard as an employee of the City; and

WHEREAS, Martin Ennis began his career on August 11, 1989, with the Ventura County Sheriff's Department as a Deputy Sheriff. He transferred to the Oxnard Police Department on January 22, 1991. He remained at the rank of Police Officer for his entire career but had many different assignments that provided him an opportunity of increased responsibility, scope and challenge; and

WHEREAS, in his career Martin Ennis has held a wide variety of positions within the Police Department including positions as a Patrol Officer, Southwinds Community Storefront Officer, Gang Officer, K-9 handler, Burglary Detective, and Crime Prevention Officer, implemented Crime Free Multi-housing to apartment communities in the City of Oxnard, and started Crime Free Business; and

WHEREAS, Martin Ennis as a Police Officer has exemplified leadership and sound judgment; and

WHEREAS, Martin Ennis has been an outstanding contributor to the Westlake Sunrise Rotary where he assisted in fundraising for prostate cancer; and

WHEREAS, Martin Ennis will be sorely missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Officer Martin Ennis for over twenty-two years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED and ADOPTED this 10th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

For

____
Alan Holmberg
City Attorney

Meeting Date 1/10/12

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

Prepared By: Linda Windsor, Associate Planner LW Agenda Item No. L-1

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: January 10, 2012

TO: City Council

FROM: Matthew G. Winegar AICP, Director
Development Services Department

SUBJECT: **Request to rename a portion of Laurel Street to Coach C Lane (PZ No. 10-650-1). Filed by Morey Navarro.**

RECOMMENDATION

That City Council adopt a resolution to approve a request to change the street name of a portion of Laurel Street (between Saviers Road and C Street) to Coach C Lane.

DISCUSSION

Morey Navarro, an Oxnard resident, has requested the City rename a portion of Laurel Street to Coach C Lane. Specifically, Mr. Navarro requested that the block of Laurel Street between the south side of Santa Clara High School and the north side of the Centerpoint Mall be changed to honor Coach Lou Cvijanovich, who was a sports coach for 42 years at Santa Clara High School.

This portion of Laurel Street is one block long (Attachment #1). Santa Clara High School, Saint Anthony's School, and the Centerpoint Mall are along this portion of Laurel Street. Within Centerpoint Mall, only one business (Dollar Tree, which opened October 1, 2011) has a Laurel Street address. The classrooms at Santa Clara High School that are known as "the annex" also have a Laurel Street address (in addition to the school's main address on Saviers Road). From this block, Laurel Street continues eastward for three blocks on the east side of Saviers Road. Moving west, the street ends at C Street and then resumes for three blocks between K Street and M Street.

In accordance with the City's Street Naming Policies (City Council Resolution No. 13,448), the Street Naming Committee reviewed this proposal on March 2, 2010. The Street Naming Committee members represent the Fire and Police Departments, Planning Division, Building and Engineering, Geographic Information Services, and the US Postal Service. The Committee as a group does not support this request because it contradicts the following adopted street naming and renaming policies:

1. Policy 3c requires new and renamed streets to be assigned alphabetically. The streets to the north of Laurel are Guava, Hemlock, Iris, Juniper and Kamala, and the streets south of Laurel are Maple, Nectarine, Olive and Poplar. Coach C Lane would not fit into the alphabetical grid.
2. Policy 3f does not permit duplicate street names, including those that sound like an existing street name. "Coach C Lane" would be confusing because it intersects with C Street, creating two intersecting streets with names that are almost the same. In addition, Coach C Lane sounds similar to Sealane Way (in Oxnard Shores), which can lead to confusion and misdirection in cell phone telephone situations.
3. Policy 3g prohibits new street names with single letters.
4. Policy 4, specifies that the "Lane" street name suffix be used for winding or curvilinear streets, which Laurel Street is not.
5. Renaming a street for one block is inconsistent with Policy 6, which requires continuation of street names on continuous streets that have the same general orientation. This policy specifies that discontinuous street names "... has led to confusion, threats to public safety and excessive personnel costs for emergency responses."
6. Finally, Policy 7 establishes "Thematic Street Name Quadrants," to assist in finding a particular street. The streets in this area of the City were named after trees and plants. Coach C Lane is not consistent with this subtheme.

These policies combine to provide a sense of order and assistance to emergency responders, residents and visitors.

The Fire and Police Department representatives on the Street Naming Committee expressed concerns with changing one block of Laurel Street to Coach C Lane, stating that street name changes cause confusion for emergency responders, including the City's dispatch center, during the initial time period after the street name change.[1] The other committee members agreed, and stated that introducing a new street name for one block would also be likely to create confusion and inconvenience for residents and visitors in the area, as well as for the postal service, delivery persons, utilities and other service providers. Santa Clara High School has been at the corner of Saviers Road and Laurel Street since 1952, when it was moved from downtown Oxnard to this location. Similarly, CenterPoint Mall and Island Plaza (formerly Twin Centers), are known to be located on Saviers Road, between Channel Islands Boulevard and Laurel Street. With the new street name, people providing directions to their school or business would tell people that the school or business is located on Saviers Road and Laurel Street or Coach C Lane.

After the Street Naming Committee meeting, the Committee Chair notified the applicant of the committee's recommendation, and the applicant requested continuation of the process.

The Street Naming Policies require that the City Council hold a public hearing with proper notice to property owners and occupants of the street. The Policies further state that the City Council may approve renaming an inhabited street only if "a majority of inhabitants favor the action or that the name change would improve public safety and welfare," (Street Naming Policies, Section 9). This portion of

[1] The Fire Department recently clarified that accurate addressing for buildings on the street is more important than changing the street name.

Laurel Street is considered to be "inhabited" since businesses and two schools have addresses on Laurel Street.

The Street Naming Committee sent a ballot letter to each occupant and property owner on Laurel Street or adjacent to this block of Laurel Street to determine if they were in favor or opposed to the change. Eleven ballots were mailed on March 27, 2010. Three ballot responses were received, representing a response rate of 23%. The three ballots received opposed the street renaming. Since the time of this poll, Centerpoint Mall management and Santa Clara High School administration have stated that they have no objection to the proposed name change, changing their previous votes. The ballot responses and other comments received do not show that a majority of the inhabitants and property owners support the proposed street name change.

Staff also provided notice of this proposed street name change to the property owners and businesses along this portion of Laurel Street.

ALTERNATIVE

In the event that the City Council determines that the limited scope of the street name change is appropriate, staff has included a resolution of approval, which includes directing staff to implement the street name change. The name change could be justified because the owners of the two largest properties that would be affected by the name change are not opposed to it.

If the requested street name change is approved, the City would incur labor costs of approximately $700 to install two hanging signs and 2 street-corner signs. In addition, less quantifiable labor, postage, photocopying, and material costs would be incurred by various departments to update City maps and records, as well to notify outside agencies. The Street Naming Resolution requires the applicant to pay the cost of purchasing the new street name signs, and the current cost of these signs would total $1300.

In addition, the business owner on Laurel Street would incur costs related to the street name change (such as for advertising and other printed materials).

FINANCIAL IMPACT

None.

Attachment #1 - City Council Resolution

G:\PLNG\Linda\2011 Projects\St Name Chg Coach C\AICoacCLnNmChgV3.doc

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A REQUEST TO RENAME THE PORTION OF LAUREL STREET BETWEEN SAVIERS ROAD AND C STREET TO COACH C LANE. FILED BY MOREY NAVARRO, 3601 W HEMLOCK ST, OXNARD, CA 93035.

WHEREAS, the City Council has carefully reviewed the staff report (including review by the Street Naming Committee) regarding the request to rename a portion of Laurel Street to Coach C Lane (PZ 10-650-01) within the Kamala Park Neighborhood, filed by Morey Navarro; and

WHEREAS, the Development Services Department has followed the procedure and policies set forth in City Council Resolution No. 13,448 regarding renaming a street;

WHEREAS, the City Council finds that renaming this portion of Laurel Street is desirable because it would provide appropriate recognition of Coach Lou "C" Cvijanovich for his 42 years of sports coaching at Santa Clara High School; and his contribution to the City of Oxnard's history;

WHEREAS, in accordance with City Council Resolution No. 13,448, the applicant has agreed to purchase the required new street name signs; and

WHEREAS, the City Council finds that renaming this portion of Laurel Street would not unduly inconvenience the public, residents, the school and businesses located along this street, since the adjacent mall and high school are the major property owners adjacent to this portion of the street and they do not object to the name change.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the request (PZ 10-650-1) to rename the portion of Laurel Street west of Saviers Road and east of C Street to Coach C Lane is hereby approved, as shown on Exhibit "A." This street name change shall become effective immediately. The City Council directs staff to perform the following actions:

1. The City Clerk is hereby authorized and instructed to cause the resolution to be recorded in the office of the Ventura County Recorder;
2. The City Clerk is directed to notify affected City departments, agencies and utilities of the approved street name change;
3. The Public Works Director is directed to obtain new street name signs (at the applicant's expense) and subsequently install such signs for the portion of the street being renamed; and
4. The Planning Division shall notify property owners and residents within 300 feet of the boundaries of the changed portion of the street that the street name has been changed and the effective date of such change.

PASSED AND ADOPTED this 10th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

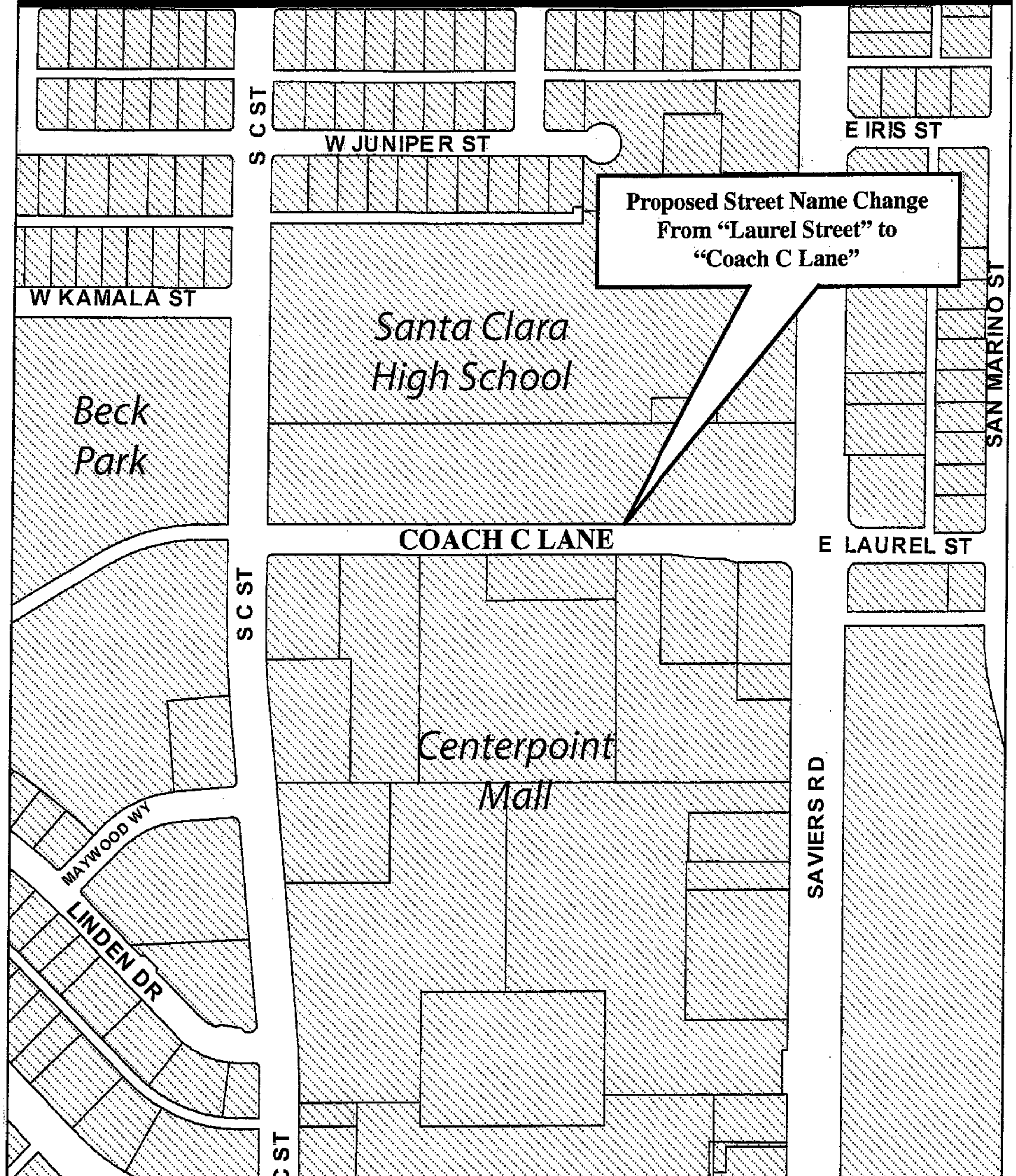
APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

G:\PLNG\Linda\2011 Projects\St Name Chg Coach C\CCResoCoachCLn.doc

ATTACHMENT 1
PAGE 2 OF 3

Vicinity Map



Oxnard Planning *April 15, 2010*	PZ 10-650-01 Location: Laurel Street Between C Street and Saviers Road	**EXHIBIT** A	2007 Aerial 1:2,280

ATTACHMENT 1

PAGE 3 OF 3

Meeting Date: 01/10/12

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

Prepared By: Norma J. Owens NO Agenda Item No. L-3

Reviewed By: City Manager City Attorney Finance Other: *(Specify)*

DATE: December 22, 2011

TO: City Council

FROM: William E. ~~Wilkins, Housing Director~~

SUBJECT: Very-Low to Low-Income Needs Assessment – FY 2012-2013 Annual Action Plan, Fifth Annual Plan Component of the FY 2008-2013 Consolidated Plan

RECOMMENDATION

That the City Council conduct a public hearing to receive comments and provide direction to Housing Director concerning unmet needs of low and moderate income persons for housing, public facilities and economic development.

DISCUSSION

Background

In June 2008, the City Council adopted the 2008-2013 Consolidated Plan (Plan), as required by the U.S. Department of Housing and Urban Development (HUD) for submission of goals for HUD's community planning and development, as well as, housing and homelessness programs. The Plan, approved by HUD, also serves as a planning document (comprehensive housing affordability strategy and community development plan) for the City, and as an application for funding under the Community Planning and Development formula grants programs, i.e., Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG). However, in 2009, under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), the interim rule revised the regulations for the ESG by establishing the regulations for the Emergency Solutions Grant; which replaces and renames the Emergency Shelter Grant. In addition, for each year of the Plan's existence, the City must also submit an Annual Action Plan (Annual Plan), which is the annual application for the three grants. The City is required to submit the Annual Plan to HUD by May 15, 2012, for FY 2012-2013, which will begin on July 1, 2012.

HUD's Formula Grant Programs

The City has been receiving CDBG funding for approximately 37 years, since 1975; HOME funding for approximately 20 years, since 1992, and ESG funding, under the previous regulations for approximately 22 years, since 1990.

The City has used the CDBG funds for: neighborhood streets; parks; public facility improvements; homeownership assistance; mobilehome replacements; housing rehabilitation; and, public service activities targeted to youth and homeless persons. HOME funding has assisted first-time buyers with down-payment assistance. In addition, HOME funds have assisted very low- and low-income families and individuals with the rehabilitation of single-family homes and mobilehomes, as well as, the construction of new housing units for sale or for rent through partnerships with several Community Development Housing Organizations (CHDOs). ESG funding has provided funding for homeless prevention, essential services, and the operation of emergency shelters. Specifically, the City has provided emergency food, shelter, counseling and homeless prevention annually for approximately 1,500 people. Attachment No. 1 is a five-year historical summary and tentative allocation for FY 2012-2013, as of January 2012.

Overall Goals

The overall goals of HUD's Community Planning and Development programs are to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for very-low and low-income persons. The primary method used to meet these ends is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

Plan Content

The Plan contents must include: housing and homelessness needs assessments; a housing market analysis: a strategic plan indicating priorities for allocating investments for affordable housing; an analysis of the supportive needs of the non-homeless; and, a non-housing community development plan, with specific long-term and short-term community development objectives such as, economic development activities that create jobs. In addition, the priorities within the Plan must: describe the basis for assigning the priority; identify obstacles to meeting underserved needs; describe how funds that are reasonably expected will be used to address identified needs; and, identify proposed accomplishments the City plans to achieve over the five years.

The Annual Action Plan must contain: the applications for CDBG, HOME and ESG grant funds; homeless and other special needs; a proposed projects summary; annual objectives that will assist in meeting the five-year Plan goals; and, the citizen participation process. Attachment No. 2 is the City of Oxnard's revised five-year priority needs.

Citizen Participation Process

In October 1994, the City adopted a Citizen Participation Plan (CPP) with an update in July 2000. The CPP encourages citizens to participate in the development of both the Consolidated and the Annual Action Plan. Attachment No 3, No 4 and No 5 denote the public outreach efforts in order to encourage public participation in the development of the FY 2012-13 Plan. The same notice of public hearing is also posted to the City's website (Attachment No 6) and included in the Neighborhood Services weekly packet for distribution. The City is required to hold a minimum of two public hearings during the preparation of the documents. The City is required to consult with other public and private agencies that provide assisted housing, health services, and social services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless families) during the preparation of the Annual Plan. The City must also notify adjacent units of general local government, to the extent practicable, when preparing the description of priority non-housing community development needs.

The purpose of this first public hearing is to obtain citizen's comments on unmet housing and community development needs. The second hearing will be held prior to the adoption of the FY 2012-2013 Annual Action Plan, and is tentatively scheduled for May 1, 2012.

The general intent of the consolidated planning process is a collaborative effort whereby the community establishes a unified and comprehensive vision for housing and community development. It also facilitates "bottom up" planning, which renews commitment and generates citizen involvement. The comprehensive vision of the Plan and the Annual Plan should include affordable housing, adequate infrastructure, measures to overcome impediments to fair housing, and economic growth coordinated with human development.

FINANCIAL IMPACT

There is no financial impact to conduct the public hearing.

Attachment 1 – HUD Formula Grant Programs
Attachment 2 – City of Oxnard's Revised Five-Year Priority Needs
Attachment 3 – Copy of the certification of publication
Attachment 4 – Mailing list of Notice of Public Hearing to various agencies and individuals
Attachment 5 – Utility Billing Insert Notice
Attachment 6 – City's website – Notice of Public Hearing

HUD FORMULA GRANT PROGRAMS
FIVE-YEAR ENTITLEMENT SUMMARY

	2008	2009	2010	2011	2012*
Community Development Block Grant (CDBG)	$2,708,769	$2,738,283	$2,961,698	$2,472,356	$2,472,356
HOME Investment Partnerships Act (HOME)	$1,033,211	$1,155,701	$1,147,134	$1,012,662	$1,012,662
American Dream Downpayment Initiative (ADDI)	$6,051	$0.00	$0.00	$0.00	$0.00
Emergency Shelter/Solutions Grant (ESG)	$121,107	$120,604	$120,297	$187,486	$187,486

Note: * Estimated amounts based on the FY 2011 awards.

ATTACHMENT ____
PAGE 1 OF 1

CITY OF OXNARD
REVISED FIVE-YEAR PRIORITY NEEDS

PRIORITY	FIVE-YEAR OBJECTIVES	BENEFIT
Construct new housing units for senior citizens, farm workers, multi-families, and single-families.	Construct 593 new affordable units, including 228 senior apartments, 263 family apartments and 102 affordable single-family units. Provide 6 mobilehome replacements.	Very low- and low-income persons
Rehabilitate owner-occupied and mobilehome units through City's rehabilitation program.	Rehabilitate 62 mobilehomes, and 55 single-family units. Provide 12 mobilehome replacements.	Very low- and low-income persons
Assist developers, non-profit agencies, and public housing tenants with financing thru a First-Time Homebuyers program.	Provide assistance to 128 first-time homebuyers.	Very low- and low-income persons
Support non-profit agencies that provide assisted housing, service and/or shelter to homeless persons/families or those at-risk of becoming homeless.	Assist 75 homeless persons to find employment. However, the Homeless Employment activity will be eliminated in the 4th and 5th year of the Consolidated Plan Assist service providers to support 3,000 persons with essential services and 175 households with homeless prevention. Provide transitional housing for an additional 250 persons. Assist service providers with emergency shelter for approximately 400 persons and 260 mentally ill persons per year. Provide 500 Section 8 vouchers for emergency placements of homeless families or individuals. Due to budget restraints, no emergency vouchers available.	Homeless and those at-risk of becoming homeless
Assist the City's families with affordable rental housing through public housing assistance, and rental subsidy assistance programs.	Administer and preserve 780 units of Public Housing per year. Demolish 260 units of public housing and replace with new tax-credit funded apartment units assisted with section 8 vouchers. Provide rental subsidy assistance to 1,659 families per year.	Very low- and low-income persons
Provide support needs including housing and services for persons with special needs including youth and persons and families with HIV/AIDS.	Provide allocation of public housing and Section 8 rental assistance to 80 special needs persons. Provide support services for 500 frail elderly persons. Provide services to 10,000 youth per year. The number of assisted youth per year will be lowered to 4,000 in the 4th and 5th year of the five-year plan. Provide support services for 50 disabled persons. Provide services for 35 persons with HIV/AIDS.	Very low- and low-income frail elderly, youth, disabled persons, and persons with HIV/AIDS
Retain and expand the City's economic development opportunities for low-income persons through job creation and retention, stabilization and expansion of small businesses.	Provide assistance to 10 start-up small businesses resulting in the creation of 10 new jobs each year.	Very low- and low-income persons
Enhance suitable living environment through new and improved public facilities and infrastructure.	Reconstruct streets to include, but not limit to, the following neighborhoods: Bartolo Square North and South, Sierra Linda, Five Points Northeast Terrace and Blackstock South. Rehabilitate Campus Park Bannister Gym. Install a new playground at various parks: Colonia Park, Del Sol Park and Beck Park.	Very low- to low-income areas

ATTACHMENT #2
PAGE 1 OF 1

Certificate of Publication

Ad #294603

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

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

Dec. 11, 2011

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Dec. 14, 2011, in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

City of Oxnard
Notice of Public Hearing
Unmet Needs of Low Income Persons Related to Housing, Public Facilities and Improvements, Public Services and Economic Development
January 10, 2012 at 7:30 PM

Notice is hereby given that the Oxnard City Council will conduct a public hearing on Tuesday, January 10, 2012 at 7:30 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 West Third Street, Oxnard, California.

Notice is hereby further given that the purpose of the public hearing will be to receive comments on the housing, public facilities and improvements, public services and economic development unmet needs of low-income persons which are not currently being addressed by the City or local agencies and organizations. Presentations may be made by local agencies and organizations that currently provide services to low-income persons.

Topics which may be addressed include: affordable housing, transitional and permanent housing for homeless persons/households or those who are at risk of becoming homeless, public facilities, infrastructure improvements, public services, disabled accessibility, economic development, or other community development needs.

Comments about these and other related issues will be used in the preparation of the City's Fiscal Year 2012-2013 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan is the fifth annual plan component of the Consolidated Plan for FYs 2008-2013. HUD requires the submission of an Annual Action Plan prior to the release of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Shelter Grant (ESG) grant monies to fund local projects on July 1, 2012.

Beginning at 7:00 p.m., on January 10, 2012, Channel 10/17 will televise and broadcast the meeting at which the public hearing will be conducted.

If you plan to attend the hearing, staff suggests that you contact the Office of the City Clerk at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information contact Norma J. Owens, Grants Manager, at (805) 385-7959. Written comments may be submitted by 5:00 P.M. on January 10, 2012 to:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

Publish: Dec. 11, 2011 Ad No.294603

ATTACHMENT #3
PAGE 1 OF 1

City of Oxnard

Notice of Public Hearing

Unmet Needs of Low Income Persons Related to Housing, Public Facilities and Improvements, Public Services and Economic Development

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Comments about these and other related issues will be used in the preparation of the City's Fiscal Year 2012-2013 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan is the fifth annual plan component of the Consolidated Plan for FYs 2008-2013. HUD requires the submission of an Annual Action Plan prior to the release, of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Shelter Grant (ESG) grant monies to fund local projects on July 1, 2012.

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City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

ATTACHMENT NO. 4
PAGE 1 OF 6

The Salvation Army
P. O. Box 541
Oxnard, CA 93032-0541

Wayne K. Warzecha
P. O. Box 5545
Oxnard, CA 93031

Ventura County Rescue Mission
P. O. Box 5545
Oxnard, CA 93031

Aurora Moreno
Community Action of Ventura County
621 Richmond Ave.
Oxnard, CA 93030

Socoro Lopez-Hanson
Commission on Human Concerns
621 Richmond Ave.
Oxnard, CA 93030c

Reverend Anthony Guillen
All Saint's Episcopal Church
144 South C Street
Oxnard, CA 93030

Karol Schulkin
HSA Homeless Service Program
1400 Vanguard Dr.
Oxnard, CA 93033

Kristin Rico
3758 Orange Grove Ave.
Oxnard, CA 93030

Marlen Torres
Homeless Commission
2030 Jasmine Street
Oxnard, CA 93036

Executive Director
Habitat for Humanity
121 South Rice Avenue
Oxnard, CA 93030

Betty Kennedy
655 Linden Drive
Oxnard, CA 93033

Khepera House
330 N. Ventura Ave.
P. O. Box 2188
Ventura, CA 93002

Sandra Cabral, District Manager
VC-HSA
1400 Vanguard #100
Oxnard, CA 93030-7235

George Edwards
567 W. Channel Islands Blvd.
P. O. Box 171
Port Hueneme, CA 93041

Ventura County Homeless Coalition
1317 Del Norte Road Suite 100
Camarillo, CA 93010-8353

County Veterans Services Officer
955 Partridge Avenue
Ventura, CA 93003

Roberta Carreon
2565 Spinnaker Ave.
Port Hueneme, CA 93041

St. John's Health Ministries
1600 North Rose Ave.
Oxnard, CA 93030

Food Share, Inc.
4156 North Southbanks Road
Oxnard, CA 93030

Clyde Reynolds
Executive Director
Turning Point Foundation
P. O. Box 24397
Ventura, CA 93002-4397

Goodwill Industries
130 N. Lombard
Oxnard, CA 93030

Boys & Girls Club of Oxnard
Executive Director
1900 W. 5th Street
Oxnard, CA 93030

Boy Scouts of America
Vicky Johnson, Exec. Assistant
509 East Daily Drive
Camarillo, CA 93010-5820

American Red Cross
Executive Director
836 Calle Plano
P.O. Box 609
Camarillo, CA93011-0608

Jennifer Scott-Gomez
Homeless Commission
3617 Dunkirk Drive
Oxnard, CA 93035

California Rural Legal Assistance
338 So. A Street
Oxnard, CA 93030

Herbert Sieler
Homeless Veterans Advocate
1617 Paseo Castille
Camarillo, CA 93010

Casa Latina
Residential Recovery Home for Women
P.O. Box 51110
Oxnard, CA 93031

Casa Pacifica Youth Connection
Executive Director
1722 South Lewis Road
Camarillo, CA 93012

Center for Employment Training
761 South C Street
Oxnard, CA 93030

City Impact
Curtis Hotchikiss/Betty Hamm
829 North A Street
Oxnard, CA 93030

El Centrito De La Colonia
P. O. Box 1613
Oxnard, CA 93032-1613

Gateway Community School
Attn: Phil Gore
200 Horizon Circle
Camarillo, CA 93010

INTERFACE
Executive Director
123 N. 10th Street
Santa Paula, CA 93060-2802

Long Term Care Services of
Ventura County
Gordon Wells, Administrator
1841 Knoll Drive
Ventura, CA 93003

Project Understanding
Rick Pearson, Director
P. O. Box 25460
Ventura, CA 93002

Ventura County Economic
Development Assn.
500 Esplanade Drive Suite 810
Oxnard, CA 93030

Mr. William Reed
Oxnard First Baptist Church
936 W. Fifth Street
Oxnard, CA 93030

Benito Juarez, Director
SCVA Services United
1300 West Gonzales Rd. Ste.
102A
Oxnard, CA 93036

Susan Freedman
Wellness Community
530 Hampshire Road
Westlake Village, CA 91361

Ventura County Rescue Mission
125 S. Harrison
Oxnard, CA 93030

El Rio Bobby Sox
Ron Mosqueda
3321 Citrus Street
Oxnard, CA 93030

Al Jones
Homeless Commission

Carmen Ramirez, Council
Member
2081 North Oxnard Boulevard
#250
Oxnard, CA 93036

Magnolia Family Medical Clinic
2240 E. Gonzalez Road, Ste100
Oxnard, CA 93033

Public Health Homeless Project
3147 Loma Vista Road
Ventura, CA 93003

Luis Teran
Valle Verde Corporation
P. O. Box 531
Oxnard, CA 93031

Will Reed
Homeless Commission
435 South "D" Street
Oxnard, CA 93030

Healthy Start Program
Marina West Elementary
2501 Carob Street
Oxnard, CA 93035-2708

SunGard HTE
1000 Business Center Drive
Lake Mary, FL 32746

Clinicas Del Camino Real, Inc.
Clinic Manager
650 Meta Street
Oxnard, CA 93030

Oxnard College
4000 South Rose Avenue
Oxnard, CA 93033

Inlakech Cultural Arts Center
c/o Javier Gomez
632 West Guava Street
Oxnard, CA 93033

Livingston Memorial Visiting
Nurse Assn.
Community Relations
1996 Eastman Ave. Suite 101
Ventura, CA 93001

Pallais and Associates
2500 Stern Lane
Oxnard, CA 93035-1753

Richard Shaw
County of Ventura
Protective Services Div.
4651 Telephone Road Suite 101
Ventura, CA 93003-5666

Gloria Chinea
St. John's Regional Medical
Center
1600 N. Rose Avenue
Oxnard, CA 93030

Association of Retarded Citizens
5103 Walker Street
Ventura, CA 93003

Tim Flynn
211 North F Street
Oxnard, CA 93030

Jeff Landis
County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003

ATTACHMENT NO. 4
PAGE 3 OF 6

Mr. Edward Adams
Area Housing Authority of Vta.
Cty 1400 W. Hillcrest Drive
Newbury Park, CA 91320

City Manager
City of Newbury Park
1400 W. Hillcrest Drive
Newbury Park, CA 91320

Kathy Coleson
Area Housing Authority of
Ventura County
1400 W. Hillcrest Drive
Newbury Park, CA 91320

Mr. Doug Tapkin
Area Housing Authority of Vta Cty
1400 W. Hillcrest Drive
Newbury Park, CA 91320

City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Randy Richardson
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Mr. Tom Ristau
City of Fillmore
250 Central Avenue
Fillmore, CA 93015

City Manager
City of Fillmore
250 Central Avenue
Fillmore, CA 93015

Nancy Burns
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

City Manager
City of Ojai
P. O. Box 1570
Ojai, CA 93024

Katrina Rice Schmidt, City Planner
City of Ojai
401 S. Ventura Street
P. O. Box 1570
Ojai, CA 93024-1570

Kathy McCann
City of Ojai
P. O. Box 1570
Ojai, CA 93024

Pamela Strautman
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

City Manager
City of Port Hueneme
250 N. Ventura Raod
Port Hueneme, CA 93041

City Manager
City of Santa Paula
P. O. Box 569
Santa Paula, Ca 93061

Mr. Steve Stuart
City of Santa Paula
P. O. Box 569
Santa Paula, CA 93061

Mr. Mark Asturias
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Olav Hassel
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Caroline Milton
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

City Manager
City of Ventura
P. O. Box 99
Ventura, CA 93002

Rochelle Margolin
City of Ventura
P. O. Box 99
Ventura, CA 93002

Nancy Bocovich
County of Ventura
800 S. Victoria Ave. L#1940
Ventura, CA 93009

Christy Madden
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

Loretta McCarty
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

United Farm Workers
P.O. Box 62
Keene, CA 93531

Marty Robinson
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

Bethel AME church
800 South "F" Sreet
P. O. Box 1962
Oxnard, CA 93032-1962

Child Development Resources
Executive Director
221 Ventura Boulevard
Oxnard, CA 93036

ATTACHMENT NO. 4
PAGE 4 OF 6

The Salvation Army
650 S. Petit Avenue
Ventura, CA 93003

United Way of Ventura County
1317 Del Norte Road Suite 100
Camarillo, CA 93010

Big Brother/Big Sisters of
Ventura County
445 Rosewood, Suite Q
Camarillo, CA 93010

Carolyn Hedgepeth
Homless Commission
3050 Jacktar Avenue
Oxnard, CA 93035-3235

The Economic Development
Corporation of Oxnard (EDCO)
400 East Esplanade Drive
Oxnard, CA 93036

Kamala School
634 West Kamala Street
Oxnard, ca 93033

Rose Avenue School
220 South Driskill Street
Oxnard, Ca 93030`

McKinna School, Principal
1611 South "J" Street
Oxnard, CA 93033

Harrington School, Principal
2501 Gisler Avenue
Oxnard, CA 93033

Lemonwood School
2200 Carnegie Street
Oxnard, CA 93033

Driffill School, Principal
910 South "E" Street
Oxnard, CA 93030

Cesar Chavez School, Principal
224 North Juanita Avenue
Oxnard, CA 93030

City Corps
555 South "A" Street, Suite 200
Oxnard, CA 93030

Police Activity League (PAL)
Police Department
251 South "C" Street
Oxnard, CA 93030

Gwen Lauterback
Homeless Commission
2087 Rhonda Street
Oxnard, CA 93036

Colonia Gym
195 North Marquita Street
Oxnard, CA 93030

Oxnard Homeless Outreach
Project (OHOP)
855 Partridge Drive
Ventura, CA 93003

Khepera House
330 North Ventura Avenue
Ventura, CA 93001

Project Understanding
P.O. Box 25460
Ventura, CA 93002

City Impact, Inc.
P.O. Box 5678
Oxnard, CA 93031

Camp Fire USA
Ventura County Council
P.O. Box 5363
Oxnard, CA 93031

Lighthouse Mission for Women
and Children
150 North Hayes Avenue
Oxnard, CA 93030

Kate Mills
Homeless Commission
3147 Loma Vista Road
Ventura, CA 93003

Ventura County Behavioral
Health Department
1911 Williams Drive, Suite 200
Oxnard, CA 93030

RAIN Project Transitional Living
Center – Transitional Housing
1732 South Lewis Road
Camarillo, CA 93010

Turning Point Foundation
Wooley House II
P.O. Box 24397
Ventura, CA 93002

Turning Point Foundation
Wooley House I
P.O. Box 24397
Ventura, CA 93002

Turning Point Foundation
Traditional
P.O. Box 24397
Ventura, CA 93002

St. Vincent De Paul
231 Winston Street
Los Angeles, CA 90013

Catholic Charities – Ventura
Region
402 North "A" Street
Oxnard, CA 93030

ATTACHMENT NO. 4
OF 5 OF 6

Eileen Tracy
745 South "E" Street
Oxnard, CA 93030

Peggy Rivera
Homeless Commission
1300 E. Pleasant Valley Rd.
Space #89
Oxnard, CA 93033

Jose Andrade
Housing Commissioner
1500 Camino del Sol
Oxnard, CA 93030

Cabrillo Economic Development
Corporation (CEDC)
702 County Square Drive
Ventura, CA 93003

Francisco Vega
Housing Commissioner
1500 Camino del Sol
Oxnard, CA 93030

ATTACHMENT NO. 4
PAGE 6 OF 6

ATTACHMENT 5
NOTICE OF PUBLIC HEARING
UTILTY BILLNG INSERT

FIRST PUBLIC HEARING TO CONSIDER THE UNMET NEEDS OF LOW INCOME PERSONS RELATED TO HOUSING, PUBLIC FACILITIES/SERVICES, OR ECONOMIC DEVELOPMENT ACTIVITIES CITY COUNCIL CHAMBERS, 01/10/12 AT 7:30 PM

The above insert was sent to Eden Alomeri to include in the utilities billing; the insert is publicized for one month and it is sent to 40,000 residential and commercial locations. The insert was sent on December 21, 2011, and was included with the billings beginning December 22, 2011.

ATTACHMENT NO. 5
PAGE 1 OF 1

- OxnardNews.org — Oxnard News and Information
- City of Oxnard FY 2011-2013 Recommended Budget — City of Oxnard Recommended Budget FY 2011-2013
- City of Oxnard Adopted Budget FY 2010-2011
- 2030 General Plan — 2030 General Plan
- ROAD Construction Project Updates — Road Construction Projects
- Simple Steps to Disaster Preparedness — Simple Steps for Disaster Preparedness
- Green Sustainability Programs — Green Sustainability Program
- American Recovery and Reinvestment Act of 2009 — American Recovery and Reinvestment Act of 2009
- FEMA Floodplain Information — FEMA Floodplain Map Update
- PEAKER PLANT LEGAL PLEADINGS — Peaker Plant Legal Pleadings

Documents and Notifications

- Notice of Extension of the 30-Day Public Review: Second Amendment of the FY 2011-2012 Annual Action Plan
- Ventura County Open Pacific Coast Study, California Coastal Analysis and Mapping Project, December 2011
- AVAILABLE: Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2011

ATTACHMENT NO. 6
PAGE 1 OF 3

- Notice of 30-Day Public Review: Second Amendment of the FY 2011-2012 Annual Action Plan
- Notice of Public Hearing: Unmet needs of Low Income Persons Related to Housing, Public Facilities and Improvements, Public Services and Economic Development - Jan 10, 2012 7:30 PM
- Notice of Federal Community Development Block Grant Funding Availability
- Homelessness Prevention Program

More Notifications

City Links

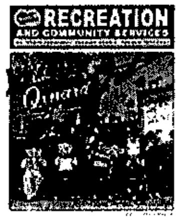
- Oxnard Alliance for Community Strength Action Plan
- Oxnard Alliance for Community Strength's SAFETY Blueprint
- Environmental Resources Service Request Form
- Household Hazardous Waste Appointment Request Form
- Public Works Frequently Asked Questions
- Water Consumer Confidence Report
- New Water Conservation Ordinance In Effect July 23, 2009
- Oxnard 20/20 Roadmap Towards Sustainable Water Supplies
- Approved Rate Study for Water, Wastewater and Environmental Resources Division
- Bid Announcements
- RFPs and RFQs
- Jolly Jump Availability
- A-Z Index
- Utility Billing
- Animal Safety Unit
- Measure O Address Verification
- City Calendar
- The City Code
- Graffiti Task Force
- Problem Alert Form
- CalTrans' Slow for the Cone Zone
- REVERSE 911® Notification System
- 3 Cart System
- Water Conservation Rebates

City Newsletters

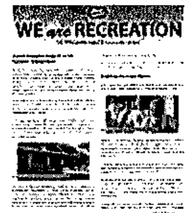
ATTACHMENT NO. 6

PAGE 2 OF 3

2011 Holiday Happenings
- (4.24 MB)



2011 Summer Rec. Guide
- (2.4 MB)



We Are Recreation
- (583 KB)

File Viewing Information

This page contains Adobe Acrobat PDF (.pdf) files.
To view PDF documents please download and install the free Adobe Acrobat Reader.

Disclaimer - ADA

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For further information:
City of Oxnard
305 W. Third Street, Oxnard, CA 93030

oxnardcty@ci.oxnard.ca.us

Last Updated: Dec 20 2011

terms and conditions contact us

ATTACHMENT NO. 6
PAGE 3 OF 3

Meeting Date: 01 /10/12

ACTION	TYPE OF ITEM
☒ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s).	■ Report
☒ Res. No(s). 14135-14136	☐ Public Hearing (Info/consent)
☒ Other CDC 153	☐ Other

Prepared By: Kymberly Horner Agenda Item No. O-1

Reviewed By: City Manager City Attorney Finance Other N/A

DATE: January 3, 2012

TO: City Council

FROM: Curtis P. Cannon, Community Development Director
Community Development Department

SUBJECT: **Adoption of a Resolution Designating the City of Oxnard as Successor Agency to the Community Development Commission and Adoption of a Resolution by the City of Oxnard Electing to retain Housing Assets and Functions upon the Dissolution of the Community Development Commission, and Amending the Enforceable Obligation Payment Schedule**

RECOMMENDATION

That the City Council:

(1) Amend the Enforceable Obligation Payment Schedule ("EOPS")

(2) Adopt a resolution designating the City of Oxnard as Successor Agency to the former redevelopment agency (the City of Oxnard Community Development Commission) under Part 1.85 of Division 24 of the California Health and Safety Code.

(3) Adopt a Resolution providing for the City of Oxnard to retain the assets and perform the housing functions of the City of Oxnard Community Development Commission.

DISCUSSION

On December 29, 2011, the California Supreme Court upheld ABx1 26 (the redevelopment "elimination" bill), but struck down ABx1 27, the bill that would have allowed redevelopment agencies to continue after making a payment to the state.

The Court's decision to uphold ABx1 26 and strike down ABx1 27 will eliminate, upon the effectiveness of ABx1 26, the authority that local governments have had for 60 years of utilizing property tax increment revenues and exercising governmental powers provided in the California Community Redevelopment Law to address blighting conditions and facilitate economic revitalization within their communities. Under this ruling, and when ABx1 26 is effective, redevelopment agencies will be dissolved and successor agencies and oversight boards will oversee the winding down of each agency's affairs and the liquidation of the agency's assets for distribution to counties, school districts and other local public agencies.

Assuming that ABx1 26 is effective even though ABx1 27 is invalidated, all provisions of Part 1.85 of Division 24 of ABx1 26 become operative on February 1, 2012. All redevelopment agencies and redevelopment agency components of community development agencies in existence on the effective date of Part 1.85 of Division 24 are dissolved and shall no longer exist as a public body, corporate or politic. All authority to transact business or exercise powers previously granted under the Community Redevelopment Law is withdrawn from the former redevelopment agencies.

Recommended Actions

- **Amend the Enforceable Obligation Payment Schedule**
  Prior to February 1, 2012, it is recommended that any and all changes be made to the EOPS, to incorporate all such enforceable obligations that the redevelopment agency may have omitted when adopted on August 25, 2011.

- **Elect to Serve as the Successor Agency**
  Section 34173(a) of the California Health and Safety Code provides for the designation of a successor agency as a successor entity to a former redevelopment agency. Legal Counsel recommends that the City Council declare itself as the successor agency upon the dissolution of the Community Development Commission. It is recommended that such an election be made by a resolution and that the City Council does not intend to waive any constitutional and/or legal rights and therefore reserves all of its rights under the State Constitution and other laws to challenge the applicability of ABx1 26.

- **Transfer of Housing Functions of Former RDA**
  The City or its local housing authority can elect to retain the housing assets and functions previously preformed by the redevelopment agency. Legal counsel recommends that the City make this election no later than January 13, 2012. Additionally it is recommended that such an election be made by a resolution approved by the City Council, expressly agreeing to retain the housing assets and functions, and that the City Council does not intend to waive any constitutional and/or legal rights and therefore reserves all of its rights under the State Constitution and other laws to challenge the applicability of ABx1 26.

FINANCIAL IMPACT

Adoption of the resolutions has no adverse financial impact to the City.

Attachment #1 - Resolution (Successor Agency)
#2 - Resolution (Housing Assets and Functions)
#3 - Resolution (Amended EOPS)
#4 – Amended EOPS

RESOLUTION NO.___________

RESOLUTION OF THE CITY OF OXNARD DESIGNATING THE CITY OF OXNARD AS TO SUCCESSOR AGENCY TO THE CITY OF OXNARD COMMUNITY DEVELOPMENT COMMISSION UNDER PART 1.85 OF DIVISION 24 OF THE HEALTH AND SAFETY CODE SUBJECT TO RESERVATIONS HEREIN STATED

THE CITY OF OXNARD HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Whereas, the City of Oxnard formed the Community Development Commission, which has continuously engaged in redevelopment activities under the Community Redevelopment Law (Health and Safety Code sections 33000 et seq.); and

Whereas, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission, is subject to dissolution on February 1, 2012 such that the Community Development Commission shall be deemed as a former redevelopment agency under Health and Safety Code section 34173(a); and

Whereas, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

Whereas, the City Council of the City of Oxnard desires to declare itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations herein stated; and

Whereas, the City Council of the City of Oxnard hereby desires to adopt this Resolution, subject to the express reservation of rights of the City of Oxnard and Community Development Commission under law and/or equity, including without limitation the effectiveness of Assembly Bill No. 26 (2011-2012 1st Ex. Sess.) ("ABx1 26"), collectively, "Laws"; and

Whereas, the City Council does not intend, by adoption of this resolution, to waive any constitutional and/or legal rights under law and/or equity, including without limitation the effectiveness of ABx1 26, by virtue of the adoption of this Resolution and, therefore, reserves all of its rights under Laws to challenge the applicability of ABx1 26 to the Community Development Commission and/or the City of Oxnard in any administrative or judicial proceeding; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. Subject to all reservations herein stated, the City of Oxnard hereby elects to become the successor agency under Health and Safety Code section 34173(a) and implement all duties of successor agencies under Part 1.85 of Division 24 of the Health and Safety Code.

3. The City Manager is hereby authorized to administer the responsibilities of the City of Oxnard under Part 1.85 of Division 24 of the Health and Safety Code.

4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this ___ day of __________, 2012, by the following vote:

AYES:__________

NOES:__________

ABSTAIN:________

ABSENT:________

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

RESOLUTION NO.____________

RESOLUTION OF THE CITY OF OXNARD ELECTING TO RETAIN THE HOUSING ASSETS AND FUNCTIONS OF THE COMMUNITY DEVELOPMENT COMMISSION UNDER PART 1.85 OF DIVISION 24 OF THE HEALTH AND SAFETY CODE SUBJECT TO RESERVATIONS HEREIN STATED

THE CITY OF OXNARD HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Whereas, the City of Oxnard formed the Community Development Commission, which has continuously engaged in redevelopment activities under the Community Redevelopment Law (Health and Safety Code sections 33000 et seq.); and

Whereas, Sections 33334.2 and 33334.3 of the Community Redevelopment Law require the Community Development Commission to use 20 percent of taxes allocated to the Community development Commission pursuant to Section 33670 of the CRL for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing ("Low and Moderate Income Housing Fund"); and

Whereas, the Community Development Commission has continuously utilized its Low and Moderate Income Housing Fund for the purpose of increasing, improving and preserving the community's supply of low- and moderate-income housing available at affordable housing cost; and

Whereas, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission, is subject to dissolution on February 1, 2012 such that the Community Development Commission shall be deemed as a former redevelopment agency under Health and Safety Code section 34173(a); and

Whereas, subject to all reservations herein stated and pursuant to Part 1.85 of Division 24 of the Health and Safety Code, the City Council of the City of Oxnard desires to retain, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Community Development Commission upon the dissolution of the Community Development Commission, including enforcement of affordability covenants and performance of related activities pursuant to applicable provisions of the Community Redevelopment Law (Part 1, commencing with Section 33000), including, but not limited to, Section 33418; and

Whereas, the City Council of the City of Oxnard hereby desires to adopt this Resolution, subject to the express reservation of rights of the City of Oxnard and Community Development Commission under law and/or equity, including without limitation the effectiveness of Assembly Bill No. 26 (2011-2012 1st Ex. Sess.) ("ABx1 26") (collectively, "Laws"); and

Whereas, the City Council does not intend by adoption of this resolution to waive any constitutional and/or legal rights under law and/or equity, including without limitation, the effectiveness of AB 1x 26, by virtue of the adoption of this Resolution and therefore reserves all of its rights under Laws to challenge the applicability of ABx1 26 to the Community Development Commission and/or the City of Oxnard in any administrative or judicial proceeding; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. Subject to all reservations herein stated and pursuant to Part 1.85 of Division 24 of the Health and Safety Code, the City of Oxnard hereby elects to retain, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Community Development Commission upon the dissolution of the Community Development Commission, including enforcement of affordability covenants and performance of related activities pursuant to applicable provisions of the Community Redevelopment Law (Part 1, commencing with Section 33000), including, but not limited to, Section 33418 and hereby accepts the transfer to the City of Oxnard of all of the housing assets, rights, powers, duties, obligations, liabilities and functions associated with the housing activities of the Community Development Commission.

3. The City Manager is hereby authorized to make all notifications of such election as deemed necessary under Part 1.85 of Division 24 of the Health and Safety Code and to execute all documents and take all actions necessary and convenient to carry out and implement the transfer to the City of Oxnard of, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the Community Development Commission upon the dissolution of the Community Development Commission, including enforcement of affordability covenants and performance of related activities pursuant to applicable provisions of the Community Redevelopment Law (Part 1, commencing with Section 33000), including, but not limited to, Section 33418 and to administer the City's obligations, responsibilities and duties to be performed thereunder.

4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this ___ day of __________, 2012, by the following vote:

AYES:___________

NOES:___________

ABSTAIN:________

ABSENT:_________

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

RESOLUTION NO.____________

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION ADOPTING AN AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

THE OXNARD COMMUNITY DEVELOPMENT COMMISSION HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Whereas, on August 25, 2011, the Oxnard Community Development Commission (the "**Commission**") adopted Resolution No. 151, which adopted an Enforceable Obligation Payment Schedule (the "**EOPS**").

Whereas, the EOPS listed Commission payments that were due through December 31, 2011.

Whereas, on December 29, 2011, the California Supreme Court granted a 4-month extension to certain deadlines set forth in Assembly Bill x1 26 ("**AB 26**"), pursuant to which the EOPS was adopted.

Whereas, in order to be consistent with such 4-month extension, the Commission desires to amend the EOPS to list payments due after December 31, 2011, as set forth on the amended EOPS attached hereto and incorporated herein by this reference.

Whereas, the Commission hereby desires to adopt this Resolution, subject to the express reservation of rights of the Commission and the City of Oxnard under law and/or equity, including, without limitation, the effectiveness of AB 26, collectively, "**Laws**".

Whereas, the Commission does not intend, by adoption of this resolution, to waive any constitutional and/or legal rights under law and/or equity, including, without limitation, the effectiveness of AB 26, by virtue of the adoption of this Resolution and, therefore, reserves all of its rights under Laws to challenge the applicability of AB 26 to the Commission and/or the City of Oxnard in any administrative or judicial proceeding.

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

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION AS FOLLOWS:

Section 1. The Commission hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The attached amended EOPS is hereby adopted.

Section 3. The Commission's Executive Director, or designee, is hereby authorized to take such actions as are necessary and appropriate to comply with AB 26.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The Commission' Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of __________, 2012, by the following vote:

AYES:___________

NOES:___________

ABSTAIN:_________

ABSENT:_________

____
Dr. Thomas E. Holden, Chairman

ATTEST:

____
Daniel Martinez, Secretary Designate

Approved as to form:

____
Alan Holmberg, General Counsel

Name of Redevelopment Agency: Oxnard Community Development Commission

Project Area(s) CCRP, CCRP Annex, Downtown, Southwinds, Ormond Beach, HERO, HERO Annex

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

January 1, 2012- June 30, 2012

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
						Jan	Feb	March	April	May	June	Total
1)	CCRP Tax Allocation Refunding Bond 2004	Wells Fargo	Downtown Infrastructure, Capital Improvement Projects and Façade Program	14,705,000.00	1,371,121.00							
2)	CCRP City Advances Long Term	City of Oxnard General Fund	Development of Project Area	11,376,390.21	11,376,390.21							
3)	CCRP City Advances Short Term	City of Oxnard General Fund	Downtown Projects, Programs and Activities	635,880.00	635,880.00							
4)	CCRP City Advances Short Property Acquistion	City of Oxnard General Fund	Acquisition of Property in the Downtown	2,120,120.00	2,120,120.00							
5)	CCRP Lease Guarantee (50%) Share	Oxnard Theater Group	Theater Lease Guarentee Payment	13,356,000.00	667,800.00	55,650.00	55,650.00	55,650.00	55,650.00	55,650.00	55,650.00	$ 333,900.00
6)	CCRP County Property Tax	Ventura County Auditor Controller	Taxes on Heritage Square Property	65,262.00	65,262.00							$ -
7)	CCRP Assessment District Payment	Ox. Downtown Maint. District	Property Based Maintenance District Payment	423,410.24	134,415.95							$ -
8)	CCRP Homeowner Property Dues	Heritage Square HSPOA	Homeowner Dues Heritage Square	41,000.00	41,000.00							$ -
9)	Downtown City Advance Long Term Loan	City of Oxnard General Fund	Project Area Development	1,139,572.00	1,139,572.00							$ -
10)	Downtown Lease Guarantee Pmt 50%	Oxnard Theater Group	Downtown Theater lease guarantee payment	13,356,000.00	667,800.00	55,650.00	55,650.00	55,650.00	55,650.00	55,650.00	55,650.00	$ 333,900.00
11)	Southwinds Tax Allocation Bond 2006	Wells Fargo	Street Reconstruction Bond	3,035,000.00	200,493.00							$ -
12)	SouthwindsCity Advances Short Term	City of Oxnard General Fund	Project Area Programs and Activities	430,560.00	430,560.00							$ -
13)	Ormond Beach Tax Alloc Bond 2006	Wells Fargo	Street Reconstruction Project	5,310,000.00	347,257.00							$ -
14)	HERO Tax Alloc Bond 2006	Wells Fargo	Street Reconstruction Project	10,660,000.00	778,647.00							$ -
15)	HERO Tax Alloc Bond 2008	Wells Fargo	RiverPark Parking Structure Infrastructure	11,445,000.00	713,838.00							$ -
16)	HERO DDA Esplanade Re-use Project	Home Depot Development of Marlyand IC.	Tax Increment Tax Sharing Payments	3,461,401.00	356,000.00							$ -
17)	HERO RiverPark OPA	RiverPark A, Shea Homes,	Infrastructure Improvements New Develp	10,000,000.00	1,000,000.00							$ -
18)	HERO 2011-2012 Alternative Voluntary Payment	Ventura County Auditor Controller	"Opt-In" Payment	8,686,024.00	7,004,858.00							$ -
19)	HERO Wagon Wheel "The Village" Housing	Oxnard CRFL Partners, LLC	Wagon Wheel Affordable Housing Loan	25,000,000.00	12,500,000.00	2,083,333.34	2,083,333.34	2,083,333.34	2,083,333.34	2,083,333.34	2,083,333.34	$ 12,500,000.04
20)	HERO Colonial House	Pacific West Communities	Colonial House Affordable Housing Project	4,200,000.00	4,200,000.00							$ -
21)	HERO Paseo Nuevo	Paseo Nuevo LP	Affordable Housing Project Cypress Neighborhood	5,000,000.00	5,000,000.00							$ -
22)	Cuesta Del Mar Housing Project	Housing Authority	Affordable Housing Project	350,000.00	200,000.00							$ -
23)	HERO RiverPark Mgt Assist	RiverPark homebuyers	Mortg Assistance to RiverPark Residents364,000.00	364,000.00	325,840.00							$ -
24)	HERO EDKOH Affordable Housing	ED KOH & Sonata Apts.	Affordable Housing Loan	1,650,000.00	1,650,000.00							$ -
25)	7th and Meta Affordable Housing		Affordable Housing Assistance	250,000.00	250,000.00					250,000.00		$ 250,000.00
26)	Home 25% Match	Housing Authority	Federal Match Requirement	350,000.00	350,000.00							$ -
27)	HERO Aldersgate Aff Housing	Aldersgate	Affordable Housing Loan	750,000.00	241,000.00		241,000.00					$ 241,000.00
28)	HERO Home Buyer	Aldersgate	Funds for Aldersgate Project	500,000.00	500,000.00							$ -
29)	McGrath Wheel Chair Lift		New Wheel Chair Lift for CDC owned Property	80,000.00	80,000.00							$ -
30)	Heritage Square Programs	Gary Blum, HS Docents	Heritage Square Reimbursement	160,000.00	160,000.00							$ -

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
						Jan	Feb	March	April	May	June	Total
31)	Heritage Square Facility Rental Progam	Supermedia, LLC Verizon California Office Depot Mehle Printing Contract Furnishings International Ventura County Wedding Expo Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I Print on Demand										
32)	City of Oxnard	City of Oxnard		94,890.00	9,489.00							
33)	Social Security Building	Alert Property Mgmt. Co.	Property Management	96,000.00	9,600.00							
34)	Social Security Building		Property Maintenance	840,000.00	84,000.00							
35)	Gateway Signs Design		Fabrication and Installation	141,602.42	141,602.42							$ -
36)	HERO RiverPark		Affordable Housing	4,250,000.00	4,250,000.00							
37)	HERO RiverPark		Parking Facility	1,471,274.33	1,471,274.33							
38)												
	Totals - This Page			$ 148,900,619.45	$ 54,507,854.16	$ 2,194,633.34	$ 2,435,633.34	$ 2,194,633.34	$ 2,194,633.34	$ 2,444,633.34	$2,194,633.34	$ -
	Totals - Page 2			$ 419,282,386.00	$ 32,387,536.00	$ 630,298.86	$ 988,072.86	$25,819,298.86	$ 819,298.86	$ 619,298.86	$ 619,298.86	$ 13,658,800.04
	Totals - Other Obligations			$ -	$ 3,723,192.00	$ -	$ -	$ -	$ -	$ 1,861,596.00		$ 29,495,567.16
	Grand total - All Pages			$ 568,183,005.45	$ 90,618,582.16	$ 2,824,932.20	$ 3,423,706.20	$28,013,932.20	$ 3,013,932.20	$ 4,925,528.20	$2,813,932.20	$ 1,861,596.00
												$ 45,015,963.20

Name of Redevelopment Agency: Oxnard Community Development Commission
Project Area(s): CCRP, CCRP Annex, Downtown, Southwinds, Ormond Beach, HERO, HERO Annex

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month Jan	Feb	March	April	May	June	Total
	ADMINISTRATIVE SERVICES											
1)	Personal Services	Oxnard CDC	Salaries and Benefits Admin and Housing	1,429,929.00	1,429,929.00	119,160.75	119,160.75	119,160.75	119,160.75	119,160.75	119,160.75	$ 714,964.50
2)												
3)	Materials and Supplies	Oxnard CDC		22,000.00	22,000.00	11,000.00						$ -
			Postage									$ 11,000.00
			Suscriptions									
			Office Supplies									
			Minor Equipment									
4)	Memberships	CRA ICSC League of CA Cities		120,000.00	12,000.00							
5)	Contracts and Services			1,625,824.00	1,625,824.00	270,970.67	270,970.67	270,970.67	270,970.67	270,970.67	270,970.67	$ 1,625,824.02
		Kane, Batlmer, and Berkman	Agency Legal Cousel									
		Tom Figg, Dave Newsome, Kelle Pisotne, R.A. Atmore & Sons, Meyer, Hoffman, McCain, Economic Development Corporation of Oxnard, Friends of Heritage Square, National Development Council, Don Parker & Mayor Hoffman McCann P.C., HdL Coren & Cone	Professional Contractors									
6)		Economic Development Corporation Ventura County	Real Estate									
			Legal Advertising									
			General Liability									
												$ -
7)	Maintenance Services	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment	64,000.00	64,000.00	5,333.34	5,333.34	5,333.34	5,333.34	5,333.34	5,333.34	$ 32,000.04
8)	Other Services	Oxnard CDC	Legal Advocacy, External Phone, Cell Phone, Voice mail	25,228.00	25,228.00	2,102.34	2,102.34	2,102.34	2,102.34	2,102.34	2,102.34	$ 12,614.04
9)	Fixed Charges	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental	2,660,781.00	2,660,781.00	221,731.76	221,731.76	221,731.76	221,731.76	221,731.76	221,731.76	$ 1,330,390.56
	FAÇADE PROGRAMS											
10)	**HERO Façade Program**		Façade and Paint Improvement Program	520,000.00	520,000.00							
	Façade and Paint Improvement Program	Daniels Construction - The Puri Building (Puri Living Trust)	Capital Improvement Project									$ -
	Façade and Paint Improvement Program	Daniels Construction - Digital Studio (Daisy Hernandez)	Capital Improvement Project									
	Façade and Paint Improvement Program	Daniels Construction - Chispin Signs & Printing (Francisco Reyes)	Capital Improvement Project									
	Façade and Paint Improvement Program	Daniels Construction - Magnifico Hair Design (Socorro Cerda)	Capital Improvement Project									
	Façade and Paint Improvement Program	Daniels Construction - Allstate (Hipolito Martinez)	Capital Improvement Project									
	Façade and Paint Improvement Program	Daniels Construction - Puri Dentistry (Mr & Mrs Puri)	Capital Improvement Project									

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
						Jan	Feb	March	April	May	June	Total
	Façade and Paint Improvement Program	Daniels Construction - Imperial Group	Capital Improvement Project									
	Façade and Paint Improvement Program	CRAIN Graphics Sign California Solar	Capital Improvement Project									
	Façade and Paint Improvement Program	Sign A Rama Discount Warehouse	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project Avalos Building (Heliodoro Avalos)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Amigos Travel (Melody Montoya)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Circle 9 (Balvinder Gil Singh)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Paradise Flowers and more (Ana M. Almaguer	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Dominik's Italian Restaurant (Brian Heneggeler)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Palm Street property (Debbie Owens)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Als Income Tax, Melissa's Insurance & La Central Bakery (Astolfo Gutierrez)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Bobilu Center (James Sukman Lee)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project - Video Liquidators (James Sukaman Lee)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project Pho Sol (Thanh Tran)	Capital Improvement Project									
	Façade and Paint Improvement Program	La Vero's Restaurant (Francisco Gomez)	Capital Improvement Project									
	Façade and Paint Improvement Program	El ranchero Veloz (Joes Xamora Velos)	Capital Improvement Project									
	Façade and Paint Improvement Program	Salud Y Negocio (Susana Montesinos)	Capital Improvement Project									
	Façade and Paint Improvement Program	Joe's Smoke Shop (Jihad Halit)	Capital Improvement Project									
	Façade and Paint Improvement Program	Allens TV (Richard Allen)	Capital Improvement Project									
	Façade and Paint Improvement Program	Oxnard General Services (Catalina Wills & Carlo Arango)	Capital Improvement Project									
	Façade and Paint Improvement Program	PB's Beauty Salon (Esther Solis)	Capital Improvement Project									
	Façade and Paint Improvement Program	JDK International (Kim Tran)	Capital Improvement Project									
	Façade and Paint Improvement Program	Yasubay Japanese Restaurant (YooJin Lim)	Capital Improvement Project									
	Façade and Paint Improvement Program	Panaderia Vanessa (Carlos Martinez)	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project Oralias Bakery	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project Tortilleria La Rancherita	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project Advance America	Capital Improvement Project									
	Façade and Paint Improvement Program	approved project adio Shack	Capital Improvement Project									
	Façade and Paint Improvement Program	future project - Nasons Lock	Capital Improvement Project									
	Façade and Paint Improvement Program	West Coast Signs - Shoe Factory (David Oh)	Capital Improvement Project									
11)	**Downtown Façade Program**		Capital Improvement Project	230,000.00	230,000.00							
	Façade and Paint Improvement Program	Next Generation Computer for LUPITA's	Capital Improvement Project									$ -
	Façade and Paint Improvement Program	Pacific Property Painting/ Vogue Sign; Stoll/Graves Building; Alert Management Ann Stoll, Laury Graves et al	Capital Improvement Project									

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month Jan	Feb	March	April	May	June	Total
	Façade and Paint Improvement Program	Vogue Sign Tropicana Travel (Alma Ibarra)	Capital Improvement Project									
	Façade and Paint Improvement Program	Vogue Sign A Street Optometric (Dr. Pazen)	Capital Improvement Project									
	Façade and Paint Improvement Program	Vogue Sign DeGante's Uniforms (Jacqueline DeGante)	Capital Improvement Project									
	Façade and Paint Improvement Program	Vogue Sign Anita's Salon of Beauty (Ana R. Rivera)	Capital Improvement Project									
	Façade and Paint Improvement Program	Sign A Rama Fresh n Fabulous (Magda Weydt)	Captial Improvement Project									
	Façade and Paint Improvement Program	Sign A Rama KO Knockout Fitness (Anthony)	Captial Improvement Project									
	Façade and Paint Improvement Program	Signs Pacific El Coyote/El Dorado (Raul Orozco)	Captial Improvement Project									
	Façade and Paint Improvement Program	Sign A Rama ONIX Ins	Captial Improvement Project									
	Façade and Paint Improvement Program	Steve Greene Const./Sta Maria Neon/ Daniels Const. El Teatro (Paul Sangster)	Captial Improvement Project									
	Façade and Paint Improvement Program	Albillo Const. Soo Hoo Building (Angela Soo Hoo)	Captial Improvement Project									
	Façade and Paint Improvement Program	Artist Canteen Otani Fish Market	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **Golden Chicken Inn**	Captial Improvement Project									
	Façade and Paint Improvement Program	Jesse's Taco De Mexico	Captial Improvement Project									
	Façade and Paint Improvement Program	Mona Lisa's	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **Sol del Pacifico**	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project Vacant Building **(Robert Wademan)**	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **La Central Bakery**	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **Oxnard City Florist**	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **Farmers Ins Group**	Captial Improvement Project									
	Façade and Paint Improvement Program	Downtown Façade - approved project **Shaffer MD**	Captial Improvement Project									
	Façade and Paint Improvement Program	future project - Goldcoast Radio	Captial Improvement Project									
	Façade and Paint Improvement Program	future project - La Gloria Market (Sal Ayala)	Captial Improvement Project									
	Façade and Paint Improvement Program	future project - Elite Boutique (Edith Medina)	Captial Improvement Project									
	Façade and Paint Improvement Program	future project - Meson Viejo (Benito Gomez)	Captial Improvement Project									
12)	**COOPORATION AGREEMENT**	City of Oxnard	To facilitate the implementation of projects, programs, activites, and admin costs of the agency	411,525,850.00	25,000,000.00			25,000,000.00				$ 25,000,000.00
13)	**ICSC Conferences**	International Council of Shopping Centers	Retail Retention & Attraction Conferences	290,000.00	29,000.00							
14)	**South Oxnard Library**	City of Oxnard	Capital Improvement Project	600,000.00	600,000.00		200,000.00	200,000.00	200,000.00			$ 600,000.00
15)	**Office Space**	City of Oxnard		168,774.00	168,774.00		168,774.00					$ 168,774.00
	Totals - This Page			$ 419,282,386.00	$ 32,387,536.00	$ 630,298.86	$ 988,072.86	$25,819,298.86	$ 819,298.86	$619,298.86	$ 619,298.86	$ 29,495,567.16

Name of Redevelopment Agency: Oxnard Community Development Commission
Project Area(s) CCRP, CCRP Annex, Downtown, Southwinds, Ormond Beach, HERO, HERO Annex

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (OTHER)

Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
						Jan	Feb	March	April	May	June	Total
1)	Statutory Payments	Port Hueneme Elemen Sch Dist	Pass-Through Payment		57,000.00					28,500.00		$ 28,500.00
2)	Statutory Payments	Ocean View Elem Sch District	Pass-Through Payment		80,000.00					40,000.00		$ 40,000.00
3)	Statutory Payments	Oxnard Elementary School Dist	Pass-Through Payment		225,750.00					112,875.00		$ 112,875.00
4)	Statutory Payments	Rio Elementary School District	Pass-Through Payment		253,000.00					126,500.00		$ 126,500.00
5)	Statutory Payments	Oxnard High School District	Pass-Through Payment		365,400.00					182,700.00		$ 182,700.00
6)	Statutory Payments	Ventura Community College Dist	Pass-Through Payment		149,000.00					74,500.00		$ 74,500.00
7)	Statutory Payments	Ventura Comm. College Dist Childrens Center	Pass-Through Payment		840.00					420.00		$ 420.00
8)	Statutory Payments	Ventura County General Fund	Pass-Through Payment		1,399,076.00					699,538.00		$ 699,538.00
9)	Statutory Payments	ERAF 92-93 Shift	Pass-Through Payment		135,102.00					67,551.00		$ 67,551.00
10)	Statutory Payments	ERAF 93-94 Shift	Pass-Through Payment		267,654.00					133,827.00		$ 133,827.00
11)	Statutory Payments	Ventura County Office of Education	Pass-Through Payment		55,954.00					27,977.00		$ 27,977.00
12)	Statutory Payments	County Flood District Admin	Pass-Through Payment		7,063.00					3,531.50		$ 3,531.50
13)	Statutory Payments	County Flood District Zone #2	Pass-Through Payment		113,073.00					56,536.50		$ 56,536.50
14)	Statutory Payments	County Flood District Zone #4	Pass-Through Payment		5.00					2.50		$ 2.50
15)	Statutory Payments	General Fund Ocean View Water Dist	Pass-Through Payment		22.00					11.00		$ 11.00
16)	Statutory Payments	Oxnard Drain #1	Pass-Through Payment		125.00					62.50		$ 62.50
17)	Statutory Payments	United Water Conservation District	Pass-Through Payment		29,242.00					14,621.00		$ 14,621.00
18)	Statutory Payments	City of Oxnard	Pass-Through Payment		553,566.00					276,783.00		$ 276,783.00
19)	Statutory Payments	Calleguas Municipal Water District	Pass-Through Payment		31,320.00					15,660.00		$ 15,660.00
20)												$ -
21)												$ -
22)												$ -
23)												$ -
24)												$ -
25)												$ -
26)												$ -
27)												$ -
28)												$ -
	Totals - Other Obligations			$ -	$ 3,723,192.00	$ -	$ -	$ -	$ -	$ 1,861,596.00		$ 1,861,596.00

Meeting Date: 01-10-12

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

Prepared By: James Cameron JC Agenda Item No. O-2

Reviewed By: City Manager City Attorney Finance JC Other *(Specify)*

DATE: December 6, 2011

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

SUBJECT: **Comprehensive Annual Financial Report for Fiscal Year 2010-11 and Fiscal Year 2011-12 Financial Update**

RECOMMENDATION

That City Council:

a) receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2010-11,
b) receive an update of the Fiscal Year 2011-12 financial status.

DISCUSSION

Comprehensive Annual Financial Report (CAFR) FY 2010-11
The CAFR contains basic financial statements audited by the independent certified public accounting firm, Mayer Hoffman McCann P.C. The purpose of the audit is to ensure that the financial statements present fairly, in all material respects, the financial position and the results of operations of the City. The data is presented in a manner to ensure understanding of the City's financial activities and operations.

The City ended fiscal year 2010-11 with a total fund balance of $1.85 billion, an increase of $47 million. The fund balance for the general fund was $33.1 million including $17.5 million assigned to Measure O and the remaining $15.6 million unassigned. The terms "assigned" and "unassigned" are the current requirement under GASB 54 for categorizing fund balance along with "spendable" and "non-spendable" (not used at this time for the general fund). The term "unassigned" is similar to "unreserved, undesignated" used prior to GASB 54. $15.6 million represents a decrease of $3 million due to a one-time $1.5 million adjustment for Public Safety Retirement funds offset by the general fund and a general fund expenditure deficit of $1.5 million. General fund revenues were in line with expectations overall.

Fiscal Year 2011-12 Financial Status

While the economy is experiencing a slow recovery, both the national and California economies continue to face significant challenges. Although unemployment remains high and the housing market has failed to show any consistent improvement, there have been bright spots, including increasing retail sales. As a result, general fund revenues continue to be under pressure, but more significantly expenditures must be tightly controlled in order to end the fiscal year in balance. Staff is working in various areas to identify savings as well as revenue opportunities. Because of limited data available for key revenues, it is difficult to project with certainty those revenues through the end of the fiscal year. A conservative set of assumptions point to a revenue shortfall of $1.1 million in the general fund. These are driven in part by recent trends in European financial markets and economies and the potential impact on the US economy.

FINANCIAL IMPACT

The recommended actions to receive and file the FY 2010-11 CAFR and receive the FY 2011-12 financial update have no financial impact.

JC:tr

Attachment 1 - FY 2010-11 Comprehensive Annual Financial Report
Attachment 2 - FY 2011-12 General fund Revenue Projection

FY 2011-12 General Fund Revenue Projection
based on Revenues through October 2011
($ Thousands)

	Budget	July Estimate	Current Estimate	Change in Estimate
Property Tax - Base Secured & Unsecured	25,138	24,054	23,957	(97)
Property Tax In-Lieu of VLF	14,902	14,192	14,099	(93)
Sales Tax	22,208	22,377	23,567	1,190
Other Taxes and Fees				
TOT	3,459	3,501	3,585	84
Business License	4,775	4,723	4,657	(66)
Franchise	3,363	3,598	3,339	(259)
Charges for Services	10,807	11,079	11,245	166
Miscellaneous				
Intergovernmental	2,209	1,527	1,677	150
Interfund Transfers	9,180	9,980	10,080	100
Other	11,025	11,956	9,795	(2,161)
Total General Fund Revenues	**107,066**	**106,987**	**106,001**	**(986)**
Change from Original Budget				**(1,065)**

ATTACHMENT NO. 2
PAGE 1 OF 1

CITY OF Oxnard "The City That Cares" CALIFORNIA

Meeting Date: 01/10/2012

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	■ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other Study Session______

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. *O-3*

Reviewed By: City Manager ____ City Attorney ____ Finance ____ Public Works

DATE: December 30, 2011

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: **Short Term Service Agreement for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) A-7465**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Service Agreement No. A-7465 for a one year term from February 1, 2012 to January 31, 2013 between the City of Oxnard and BLT Enterprises of Oxnard, Inc., a wholly owned subsidiary of Republic Services, Inc. for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials (Short Term Service Agreement); and to execute the attached Settlement Agreement and Mutual Release (Agreement No. A-7469).

DISCUSSION

On May 23, 1995, the City Council approved the existing service agreement between BLT Enterprises of Oxnard and the City. The Service Agreement has been amended four times, including an amendment entitled, "Consent to Merger and Second Amendment to Service Agreement," dated January 26, 1999, pursuant to which the City recognized that BLT Enterprises of Oxnard had been acquired by Republic Services, Inc., and including a Fourth Amendment to Service Agreement dated June 26, 2007 ("Fourth Amendment"), which recognized that Republic Services Inc. owns BLT Enterprises of Oxnard and manages and operates the facility. BLT Enterprises of Oxnard is a wholly owned subsidiary of Republic Services, Inc. It is one of a number of companies owned by Republic Services, Inc., each of which operates waste management facilities. A list of its current directors and officers is contained in Attachment No. 1. On January 31, 2012, the existing service agreement expires.

In preparation for a new long term service agreement, staff issued a Request for Qualifications in January 2009, requesting qualifications for the operation and management of the Del Norte Facility. By April 2009, staff had received and reviewed qualifications from 17 firms and by September 2009, staff had interviewed, evaluated and ranked six qualified firms.

In October 2009, staff reported to the Utilities Task Force that BLT Enterprises, Inc. (not BLT Enterprises of Oxnard) and Waste Management were the two top firms. Staff issued a Request for Proposal to these firms for the operation and management of the Del Norte Facility. After interviews were completed and proposals evaluated, staff ranked BLT Enterprises, Inc. as the top firm.

On March 18, 2010, staff recommended and received approval at the Utilities Task Force Committee Meeting to negotiate a service agreement with BLT Enterprises, Inc. Staff has been negotiating an agreement with BLT Enterprises Inc.; however, negotiations are not complete.

As the expiration date of January 31, 2012 of the existing Service Agreement is approaching, staff recommends executing a new Short Term Service Agreement with Republic Services to January 31, 2013. In return for the one year Short Term Service Agreement, Republic Services will reduce its annual operating service fee by $155,000. At present, the annual service fee is $5,270,342, but the fee is reduced by $500,000 each year pursuant to the Fourth Amendment. The total reduction therefore, in the Short Term Service Agreement for a one year term, as set forth in Section 13.14, is $655,000. This reduction yields a service fee of $4,615,342 for the one year term. There is no provision in the existing service agreement for month to month or other extremely short term extensions.

Also, as part of the consideration for the Short Term Service Agreement, Republic Services will cause its subsidiary, Consolidated Disposal Service, LLC, to dismiss a pending lawsuit against the City arising from an accident occurring at the facility in December of 2004 (the claim of the defendant has been settled by Consolidated at no cost to the City).

Staff's recommendation is for a one year term in return for reducing service fees by $155,000. Republic Services has also proposed the following possible terms and corresponding service fee reductions:

Term	Term Date	12-mo. Annual Service Fee Reduction	Total Term Service Fee Reduction
1 year (Staff's recommendation)	February 1, 2012 to January 31, 2013	$155,000	$155,000
1.5 years or 18 months	February 1, 2012 to July 31, 2013	$301,667	$452,500
3 years	February 1, 2012 to January 31, 2015	$330,833	$992,500

The attached Short Term Service Agreement generally incorporates provisions of the original agreement and amendments, eliminates matters related to the construction and start-up of the facility which are no longer relevant, and incorporates the consideration to the City provided by Republic for the Short Term Agreement. The Short Term Service Agreement format is recommended by Bond Counsel to satisfy the requirements of the Internal Revenue Service.

FINANCIAL IMPACT

The financial impact to Solid Waste Enterprise Fund will be positive due to the annual service fee reduction from Republic Services in the amount of $155,000 over the one year term from February 1, 2012 to January 31, 2013. The annual value of the Service Agreement during the one year term is $4,615,342. Appropriation has been established in the FY 2011-12 Solid Waste Operating Budget to provide for the cost of this service.

Attachment #1 – List of directors and officers
Attachment #2 - Service Agreement No. A-7465
Attachment #3 –Settlement Agreement and Mutual Release Agreement No. A-7469

Note: Attachment No. 1 has been provided to the City Council. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Monday.

Directors/Officers Report

As of January 03, 2012

BLT Enterprises of Oxnard, Inc.

Directors

Brian A. Bales	Director
Edward A. Lang, III	Director
Charles F. Serianni	Director

Officers

Jeff D. Andrews	President
Brian A. Bales	Vice President
Tim M. Benter	Vice President
Kurt A Bratton	Vice President
W. T. Eggleston, Jr.	Vice President
Michael P. Rissman	Vice President
Andrew J Sweet	Vice President
Lawrence Focazio	Vice President, Tax
Eileen B Schuler	Secretary
Tim M. Benter	Assistant Secretary
W. T. Eggleston, Jr.	Assistant Secretary
Michael P. Rissman	Assistant Secretary
Warren Semper	Assistant Secretary
Andrew J Sweet	Assistant Secretary
Edward A. Lang, III	Treasurer
Marsha A. Lacy	Assistant Treasurer

Attachment No. 1
Page 1 of 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("AGREEMENT") is entered into by and between CONSOLIDATED DISPOSAL SERVICE~~S~~, LLC and REPUBLIC SERVICES, INC., their parent, and their past or present affiliates, subsidiaries, parents, joint venturers, representatives, shareholders, employee benefit plans, plan administrators, lenders, insurers and their successors and assigns (collectively, "REPUBLIC"), on the one hand, and the CITY OF OXNARD, ("OXNARD") on the other hand.

RECITALS

A. ZEFERINO CANCINO VALDOVINOS and his spouse, MARCELINA CANCINO (now deceased) filed a lawsuit (the "VALDOVINOS LITIGATION") against OXNARD and its employee, JOHN BRAY, in the Superior Court of the State of California for the County of Ventura, Case No. CIV237512. In the VALDOVINOS LITIGATION the plaintiffs alleged that Mr. Valdovinos sustained bodily injuries on December 16, 2004 when he was allegedly struck by a vehicle on the tipping floor at the Del Norte Transfer Station, 111 S. Del Norte Boulevard, Oxnard, California (the "ACCIDENT"). The plaintiffs in the VALDOVINOS LITIGATION stated causes of action claiming damages arising out of the alleged negligence of OXNARD and REPUBLIC for the bodily injuries suffered by Mr. Valdovinos.

B. REPUBLIC filed a lawsuit (the "REPUBLIC LITIGATION") against OXNARD in the Superior Court of the State of California County of Ventura Case No. C1V237332, asserting causes of action for breach of contract, negligence, and declaratory relief, alleging that OXNARD owed REPUBLIC damages for payments (including workers compensation benefits paid) made by REPUBLIC as a result of the ACCIDENT.

C. OXNARD filed a cross-complaint in the REPUBLIC LITIGATION for express indemnity and declaratory relief against BLT ENTERPRISES OF OXNARD, INC. ("BLT") and REPUBLIC claiming, among other things, that BLT and REPUBLIC were responsible for the damages and injuries arising from the ACCIDENT.

D. OXNARD denies responsibility for the alleged damages and. injuries arising from the ACCIDENT.

E. REPUBLIC and BLT deny responsibility for the alleged damages and injuries arising from the ACCIDENT.

F. The REPUBLIC LITIGATION and the VALDOVINOS LITIGATION have been consolidated.

G. REPUBLIC and BLT settled the VALDOVINOS LITIGATION obtaining releases in favor of OXNARD, JOHN BRAY, REPUBLIC and BLT. REPUBLIC claimed rights to assert Mr. and Mrs. Valdovinos' claims against OXNARD.

H. The parties continue to dispute their respective rights and obligations with respect to the matters alleged in the REPUBLIC LITIGATION and the VALDOVINOS LITIGATION. However, in the interest of avoiding significant future litigation costs, and without making any admission as to liability or otherwise, the parties now choose voluntarily to enter into this AGREEMENT.

I. REPUBLIC and OXNARD are currently negotiating a new contract for REPUBLIC'S continued operation of the Del Norte Transfer Station, 111 S. Del Norte Boulevard, Oxnard, California, on mutually acceptable terms.

("DNRRTS CONTRACT") It is the parties' intent that this AGREEMENT is contingent upon and shall only become effective upon the final execution of the DNRRTS CONTRACT by the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Contingent upon DNRRTS CONTRACT

OXNARD and REPUBLIC agree that this AGREEMENT is contingent upon the final execution of the DNRRTS CONTRACT.

2. Performance by the Parties to This AGREEMENT

Upon the final execution of the DNRRTS CONTRACT, OXNARD and REPUBLIC shall immediately file a request for dismissal with prejudice of their respective Complaints and/or Cross-Complaints in the consolidated REPUBLIC LITIGATION and VALDOVINOS LITIGATION. It is the Parties' intent that these dismissals shall constitute a dismissal of the entire action with prejudice in the consolidated REPUBLIC LITIGATION and VALDOVINOS LITIGATION as provided for by Code of Civil Procedure § 581(b). The dismissals shall expressly state that they are subject to the Court's continuing jurisdiction pursuant to CCP § 664.6.

3. No Admission of Liability

It is understood and agreed to by the parties that this AGREEMENT is a compromise of disputed claims, and the payments are not to be construed as an. admission of liability on the part of either party hereto.

4. Release of the CITY OF OXNARD and JOHN BRAY

For and in consideration of the covenants and promises contained herein, and the performance of the terms hereof, REPUBLIC and BLT do hereby dismiss, release and forever discharge OXNARD and JOHN BRAY of and from any and all rights, claims, charges, causes of action, demands or powers from whatever source derived, whether known or unknown, fixed or continued, which have arisen prior to the date of this AGREEMENT, or which may arise after the date of this AGREEMENT, which are based upon any act, omission, or condition in any way relating to or arising from the ACCIDENT, including, but not limited to, all claims, demands, or causes of action, asserted, or that could have been asserted, in the VALDOVINOS LITIGATION or REPUBLIC LITIGATION. This Release is intended by the parties hereto to be unconditional.

5. Release of REPUBLIC and BLT

For and in consideration of the covenants and promises contained herein, and the performance of the terms hereof, OXNARD does hereby dismiss, release and forever discharge REPUBLIC and BLT of and from any and all rights, claims, charges, causes of action, demands or powers from whatever source derived, whether known or unknown, fixed or continued, which have arisen prior to the date of this AGREEMENT, or which may arise after the date of this AGREEMENT, which are based upon any act, omission, or condition in any way relating to or arising from the ACCIDENT, including, but not limited to, all claims, demands, or causes of action, asserted, or that could have been asserted, in the VALDOVINOS LITIGATION or REPUBLIC LITIGATION.

6. Waiver of California Civil Code §1542

The parties hereto intend this AGREEMENT to extend to all claims, known or unknown, relating to the subject matter hereof. The parties after consultation with their independent counsel, waive all of its rights pursuant to the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER RELEASE WITH THE DEBTOR.

7. Waiver of Right to Bring Action

The parties hereto agree that they will not bring, commence, maintain or prosecute, directly or indirectly, any action at law or any proceeding in equity, or any legal or administrative proceeding, or any claim for damages or other relief against each other, based in whole or in part on any claim, demand, cause of action, obligation or liability based upon, arising out of; or connected with any act, cans; matter or thing, which is released herein.

8. Each Party to Bear Own Costs

The parties hereto acknowledge and agree that each of them is to bear its own costs, expenses and. Attorney's fees arising out of or in connection with the negotiation, drafting and execution of this AGREEMENT, and all matters precedent arising out of or connected therewith. However, in the event any legal action is brought by any party hereto to enforce this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which the-party or those parties may be entitled.

9. Release Binds Agents and Successors

This AGREEMENT shall be binding upon each of the parties hereto and their respective officers, agents, administrators, partners, successors, assigns, heirs, executors, trustees, attorneys, consultants and insurers, and any committee or arrangement or creditors organized with respect to the affairs of such party.

10. Change of Facts

It is understood by the parties that the facts pursuant to which this AGREEMENT is made may hereafter prove to be other than, or different from, the facts now known by them to be true. The parties, and each of them, expressly accept and assume the risk of the facts proving to be different, and agree that all the terms of this AGREEMENT shall be in all respects effective, and not subject to termination or rescission on account of any such difference in facts.

11. Governing Law

The effect, interpretation and enforcement of this AGREEMENT shall be governed by the substantive laws of the State of California; except for any statute or case authority pertaining to choice of law that would require the effect, interpretation or enforcement of this AGREEMENT to be subject to the law of another jurisdiction Any dispute or claim regarding or arising out of this AGREEMENT or its validity or any act which allegedly has or would violate any provision of this AGREEMENT, including any claim that all or part of the AGREEMENT is void, shall be venued in the Superior Court of Ventura County.

12. Enforcement

The Parties to this AGREEMENT hereby acknowledge, agree and stipulate that each has the right to enforce any provision of the AGREEMENT by filing any appropriate action, proceeding or motion, including without limitation, a motion pursuant to California Code of

Civil Procedure Section 664.6, in the appropriate law and motion department of the California Superior Court in and for the County of Ventura. The parties further acknowledge, agree and stipulate that the Court to which the REPUBLIC LITIGATION has been assigned shall retain jurisdiction over the parties to this AGREEMENT after it is dismissed solely to hear any motion brought pursuant to Section 664.6.

13. Severability

If any provision, or any part thereof, of this AGREEMENT shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, the remainder of this AGREEMENT shall not be affected thereby.

14. Reliance Upon Own Judgment and Counsel

The parties to this AGREEMENT have been advised or have had the opportunity to be advised by their legal counsel with respect to the terms of this AGREEMENT and understand and acknowledge the significance and consequences of it. Because the parties hereto have each reviewed the terms of this AGREEMENT and have had the opportunity to be advised by legal counsel, the usual rule that the provisions of a document are to be construed against the drafter does not apply to the interpretation of the provisions of this AGREEMENT.

15. Agreement to Cooperate

The parties to this AGREEMENT agree to execute any additional documents or take any further actions which reasonably may be required of them or their respective counsel in order to consummate this AGREEMENT or otherwise to fulfill the intent of this AGREEMENT.

16. Entire Agreement

This AGREEMENT contains the entire understanding of the parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between the parties' hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

17. Facsimile and Counterpart Execution

This AGREEMENT may be executed in several counter-parts, and all so executed shall constitute one AGREEMENT which shall be binding upon all the parties hereto, notwithstanding that all the parties' signatures do not appear on the same page. The parties may provide signatures by facsimile with the original to follow by regular mail.

18. Warranty of Signatory

The undersigned hereby represents and covenants that he or she is authorized to execute this AGREEMENT and that no other person or entity has or has had any interest in the claims relating to the subject matter hereof and that the parties have not sold, assigned, transferred, conveyed or otherwise disposed of any said claims or causes of action referred to herein.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and Mutual Release to be made effective by their duly authorized representatives, as executed on the dates indicated below.

DATED:

CONSOLIDATED DISPOSAL SERVICE, LLC

By: [signature]

(Signature)

Tim M. Benter

(Print Name)

Its: Vice President

(Title)

DATED:

REPUBLIC SERVICES, INC.

By: [signature]

(Signature)

Tim M. Benter

(Print Name)

Its: Vice President

(Title)

DATED:

CITY OF OXNARD

By: ______________________________

(Signature) Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM

By: [signature]

(Signature) Alan Holmberg, City Attorney

ATTEST

By: ______________________________

(Signature) Daniel Martinez, City Clerk

APPROVED

City Manager