

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 SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

October 9, 2012

6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 5 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.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the City Council for September 11 and 18, 2012.
(001)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (013)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim 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: Karen Burnham Phone: 385-7430
3. SUBJECT: Project Specification No. GS12-04-Durley Park Renovation. (015)
RECOMMENDATION: Approve Project Specification No. GS12-04 for Durley Park renovation, and authorize staff to solicit bids for the project.
Legislative Body: CC Contact: Ralph Alamillo Phone: 385-8341

Library Department

4. SUBJECT: Library Board Bylaws, Terms of Office, and Powers and Duties. (019)
RECOMMENDATION: 1) Adopt a resolution approving the Library Board Bylaws as amended in Article II Powers and Duties, Article III Membership, and Article IV Officers; and 2) Approve the first reading by title only and subsequent adoption of an ordinance amending the City Code concerning terms of office and powers and duties of the Library Board.
 Legislative Body: CC Contact: Barbara J. Murray Phone: 385-7522

Public Works Department

5. SUBJECT: Lessee Consent Agreement, Easement Agreement and Easement Deed with Ito Farms, Inc. (035)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Lessee Consent Agreement with George Ito for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, (A-7523); 2) Approve and authorize the Mayor to execute an Easement Agreement with Ito Farms, Inc., for the

property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, (A-7524); and 3) Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Farms, Inc., for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

6. SUBJECT: Lessee Consent Agreement with Hiji Bros., Easement Agreement and Easement Deed with Ito Family Trust and Sachiko Ito Trust. (053)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Lessee Consent Agreement with Hiji Bros., Inc. for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, (A-7525); 2) Approve and authorize the Mayor to execute an Easement Agreement with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, (A-7526); and 3) Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

7. SUBJECT: Easement Agreement and Easement Deed with Plum Vista L.P. (071)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Easement Agreement with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive, (A-7532); and 2) Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 12-580-01 (Zone Code Text Amendment), Regulations Concerning Operation of Mobile Food Facilities, Citywide. (083)

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance establishing regulations concerning operation of mobile food facilities citywide.

Legislative Body: CC

Contact: Sue Martin

Phone: 385-7858

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

O. REPORTS

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 - 7:30 P.M.

Finance Department

1. SUBJECT: Measure “O” Half-Cent Sales Tax Review, Project Discussion, and Consideration of Additional Appropriations. (115)

RECOMMENDATION: 1) Approve Measure O funding for \$2,090,000 for projects identified in the staff report and authorize the City Manager to make the required budget appropriations; and 2) Discuss and provide direction for new Measure O project funding options and authorize the City Manager to establish appropriate budgets for the approved projects and programs.

Legislative Body: CC Contact: James Cameron Phone: 385-7416
 Martin Erickson 385-7870

R. STUDY SESSION

City Manager Department

1. SUBJECT: Review of Joint Use Agreement between the City of Oxnard and the Rio School District. (121)

RECOMMENDATION: Receive the report and provide direction to staff regarding the joint use agreement.

Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

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 – ANTICIPATED LITIGATION.

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

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 September 11, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:34 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; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and James Cameron, Chief Financial Officer.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

The City Council recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The titles and case numbers of the litigation being discussed are In Re the Late Claim Application of Itzamayeli Juarez, City Attorney Claim No. 2012-0094; and Tinoco v. City of Oxnard, WCAB, Case No. ADJ 8102877.

At 6:07 p.m., the City Attorney announced the late claim of Itzamayeli Juarez was denied.

D. OPENING CEREMONIES

At 6:07 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Parks and Recreation Commission. 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: Grace Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Martin Erickson, Special Assistant to the City Manager; Anthony Emmert, Water Resources Manager; Michael More, Financial Resources Manager; Sofia Balderrama, Recreation Management Analyst III; Efren Gorre, Youth Development Manager; and Terrel Harrison, Recreation Supervisor/PAL Co-Director.

F. JOINT MEETING WITH PARKS AND RECREATION COMMISSION

1. SUBJECT: City Council and Parks and Recreation Commission Joint Meeting. (001)
RECOMMENDATION: That City Council and Parks and Recreation Commission consider a presentation on Recreation and Community Services Program which includes: 1) Review and approve the revised Parks and Recreation Commission by-laws, and direct staff to take appropriate action relative to the by-laws revision; 2) Discuss procedures for the Parks and Recreation Commission to provide initial review of all parks, recreation and community services related projects, and provide recommendations to staff; 3) Review the current use of government access television for the promotion of parks and recreation and community services and discuss potential methods to enhance effectiveness; and 4) Receive the following written reports, and discuss topics as necessary: (a) Availability of youth baseball facilities; (b) Criteria for open/park space per population as deemed necessary; and (c) Representation from city departments at Parks and Recreation Commission meetings.

DISCUSSION: The General Services Manager, Recreation Management Analyst, Youth Development Manager and the Recreation Supervisor/PAL Co-Director reviewed services and programs of recreation division.

The Commissioners commented on: development of recreation facilities including baseball fields and College Park Sports Complex and commented on recreational programs being offered.

The following individuals provided comments: Nancy Pedersen; Steve Nash; Michael Meade; and Adam Janis.

ACTION: The City Council received the report from the Parks and Recreation Commission.

E. PUBLIC COMMENTS ON JOINT MEETING

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation to California State University Channel Islands on the Occasion of its 10th Anniversary
DISCUSSION: President Richard Rush discussed the accomplishments of the university celebrating its 10th anniversary.
2. SUBJECT: Presentation to the Oxnard Fire Department from GenOn Energy – California Commending Its Response to a Fire at the Ormond Beach Generating Station.
DISCUSSION: Tony Canzoneri, GenOn Energy, commented on the performance of Engine Company 62 who were first to respond to the fire at the generating station and the other firefighters who responded to the fire.

RECESS

At 7:47 p.m., the City Council recessed and at 7:57 p.m., the City Council reconvened.

At 7:57 p.m., the meeting opened with a moment of silence for the 9/11/2001 event.

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Charles Allison; Jim Gilmer; Francine Castanon; Steve Nash; Pat Brown; Ed Ellis; Desiree Flores; Martin Jones; Edgar Solorzano; Teresa Ramirez; and Elliot Gaberial

I. REVIEW OF INFORMATION/CONSENT AGENDA

The Special Assistant to the City Manager stated the purchase of van was approved by Council including use of Measure “O” funds (K-3 (E)). The City Attorney commented on the “cost of attorney fee” in joining with other cities and issues of legal case (K-3 (I)). The Chief Financial Officer and Financial Resources Manager explained the deed of trust issue (K-4). The Interim Fire Chief stated the defibrillators would be on Fire vehicles (K-3 F).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Peter Stacy (K-1); Jeff Savard (K-1); Steve Nash (K-3(A)); and Bert Perello (K-1) (K-3 (F)).

K. INFORMATION/CONSENT AGENDA**City Attorney Department**

1. **SUBJECT:** Attorney Services Agreement for Special Counsel Relating to Litigation with Kennedy Jenks Consultants. (013)
RECOMMENDATION: Approve and authorize the Mayor to execute an Attorney Services Agreement in a sum not to exceed \$280,000 with Hunt Ortmann Palffy Nieves Lubka Darling and Mah, Inc. ("Hunt Ortmann") (A-7506) for services relating to litigation with Kennedy Jenks Consultants.

City Clerk

2. **SUBJECT:** Minutes of the Regular Meetings of the City Council for July 10, 2012. (031)
RECOMMENDATION: Approve.

City Manager Department

3. **SUBJECT:** Agreements for City Council Review. (037)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Finance Department

4. **SUBJECT:** Promissory Note from St. John the Baptist Coptic Orthodox Church Associated with the Sale of 1200 Pacific Avenue, Oxnard CA. (041)
RECOMMENDATION: Approve and authorize the Mayor to accept a promissory note and deed of trust in the amount of \$125,000 at a rate of 4% per annum to be paid over a period of 5 years as partial compensation in conjunction with the sale of City-owned property at 1200 Pacific Avenue, Oxnard CA.

Fire Department

5. **SUBJECT:** Authorization to Submit an Application for Federal Emergency Management Agency Assistance to Firefighters Grant in the Amount of \$2,227,581. (049)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for \$2,227,581 in Federal Emergency Management Agency (FEMA) grant funds to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.

Public Works Department

6. **SUBJECT:** First Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project. (053)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338), to reduce the total by \$886,444 for a total of \$3,913,874.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Holden) Ayes: Pinkard, MacDonald, Flynn, Ramirez and Holden. Noes: Flynn only K-3(I).

L. TRANSMITTAL OF INFORMATION ONLY ITEMS

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending July 31, 2012 (Fiscal Year 2012-13) (063)
RECOMMENDATION: Receive Report.
ACTION: Received the report.

M. INFORMATION/CONSENT PUBLIC HEARINGSHousing Department

1. **SUBJECT:** The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2011-2012.
RECOMMENDATION: Continue to September 18, 2012.
ACTION: Approved as recommended, (Holden/Pinkard) unanimously.

N. PUBLIC HEARINGSO. REPORT OF CITY MANAGERP. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The following issues were discussed by the Council: "911" ceremony at local Fire Station; Mayor Pro Tem Pinkard commented on a her fine from Fair Political Practice Commission; having an El Rodeo Community Center update; report of the municipal recycling contract process; Coastal clean-up weekend; East County courthouse issue; the placement of Commissioners names online; and Youth Gang Prevention Conference in Santa Rosa.

Q. REPORTSPublic Works Department

1. **SUBJECT:** Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges. (079)

RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water **Ordinance No. 2859**, wastewater **Ordinance No. 2860**, and environmental resources user fees and charges **Ordinance No. 2861**; and 2) Authorize the City Manager or designee to make the necessary budget adjustments consistent with water, wastewater and environmental resources user fees and charges.

DISCUSSION: The Water Resources Manager reviewed the process reviewing the proposed rate changes, Council recommendations and utility user rates. The Chief Financial Officer commented on the bond rating process.

Received comments from: Orlando Dozier; Bert Perello; and Pat Brown.

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

City Manager Department

2. **SUBJECT:** Draft City Council Procedures Manual/Ethics Training Update. (115)

RECOMMENDATION: 1) Receive a report and draft copy of the City of Oxnard City Council Procedures Manual; 2) Consider edits and proposed changes to the draft Procedures Manual submitted during the 14-day comment period, and adopt the Procedures Manual; and 3) Receive a verbal update on ethics training options and provide direction to the City Manager.

DISCUSSION: The Special Assistant to the City Manager reviewed the proposed Manual, comments from the public and possible Ethics Training from three different organizations.

Comments were received from: Steve Nash; Bert Perello and Inez Tuttle.

The Council asked for more details of possible training programs and involvement of community, timeline, voting protocol, receiving the municipal information and confirming receipt.

ACTION: Received the report, provided comments to staff and have staff return to Council.

R. PUBLIC COMMENTS ON REPORTS

S. APPOINTMENT ITEMS

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Lucy Cartagene; Fransico Ramero; Gregory Runson; and Darlene Elanine Miller.

T. STUDY SESSION

U. PUBLIC COMMENTS ON STUDY SESSION

V. ADJOURNMENT

At 11:08 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

September 18, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:31 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Successor Agency. 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; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Curtis P. Cannon, Community Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:32 p.m. the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(c) based on existing facts and circumstances, the City Council shall decide Whether to initiate litigation in two potential cases, and discuss litigation which the City has decided to file in the Superior Court of the State of California in Sacramento, City of Bellflower, et al. v. Ana Matasantos, et al., case not yet filed.

At 6:59 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:05 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. 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: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; William Wilkins, Housing Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Sue Martin, Planning and Environmental Services Manager; and Grant Dunne, Environmental Resources Management Analyst.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

7:06

The following individuals provided comments: Martin Jones; Ed Ellis; Charles Dennis; Larry Stein; Ernest Winnerholm; Robert Sanchez; Orlando Dozier; Daniel Lechlitter; Inez Tuttle; Dolores Ochoa; and Jesus Rocha.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meeting of the Oxnard City Council for July 17 and July 24, 2012. (001)
RECOMMENDATION: Approve.

Fire Department

2. **SUBJECT:** Authorization to Accept a Grant Award from the Federal Emergency Management Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$351,200. (0009)
RECOMMENDATION: 1) Adopt **Resolution No. 14,273** accepting a grant award from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$351,200, authorizing the execution of grant agreements, authorizing the submittal of grant claims and financial and non-financial reports, and authorizing the approval of special budget appropriations for the use of grant funds; and 2) Approve special budget appropriation to recognize and appropriate funds in amount of \$351,200.

Public Works Department

3. **SUBJECT:** **Ordinance No's. 2859, 2860 and 2861** to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges. (013)
RECOMMENDATION: Second reading and approval.*
4. **SUBJECT:** PW 12-16 Wells Numbers 22, 32 and 33 Rehabilitation Project. (045)
RECOMMENDATION: Approve Project Specification No. PW 12-16 for the rehabilitation of Wells Numbers 22, 32 and 33, located at 251 South Hayes Avenue, and authorize staff to solicit bids for the project.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Holden/Ramirez)
Ayes: Pinkard, MacDonald, Flynn, Ramirez and Holden. **Noes:** Flynn only item I-3.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS**K. INFORMATION/CONSENT PUBLIC HEARINGS**

ACTION: Mayor Holden declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

1. **SUBJECT:** The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2011-2012. (047)
RECOMMENDATION: Accept the City of Oxnard's CAPER for FY 2011-2012.
ACTION: Close the public hearing. (MacDonald/Holden) Approved as recommended. (MacDonald/Holden) **Ayes:** Ramirez, Holden, Pinkard, MacDonald and Flynn.

L. PUBLIC HEARINGS

Mayor Holden opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Development Services Department

1. **SUBJECT:** Appeal of the Planning Commission's Denial of Planning & Zoning Permit No. 11-570-02 (Zone Change) Requesting a Zone Change to General Commercial Planned Development (C-2-PD), and Planning & Zoning Permit No. 11-510-09 (Special Use Permit – Alcohol) Requesting a Type 20 ABC License for a Proposed 7-Eleven Store. Located at 1001 and 1051 East Channel Islands Blvd. Filed by Designated Agent Lucy Dinneen, Cadence Capital Investments LLC, on Behalf of Property Owner Channel Islands Inn LP. (115)
RECOMMENDATION: Adopt a resolution denying the appeal and: a) Deny Planning & Zoning Permit No. 11-570-02 (Zone Change); and b) Uphold the Planning Commission's denial of Planning & Zoning Permit No. 11-510-09 (Special Use Permit – Alcohol).
DISCUSSION: The Planning and Environmental Services Manager reviewed the actions of the Planning Commission, proposal of developer and proposed floor layout.

Mr. Brian Corbell, Channel Islands Inn LP., reviewed efforts to find a restaurant to locate at the site and has belief that placing a 7-11 store would be very successful (with good signage).

The following individuals opposed placing a 7-11 at the site: Ed Ellis; William Terry; Nancy Perderson; Larry Stein; Lucy Cartagena; Linda Calderon; Pat Brown; Larry Godwin; Shirley Godwin; Rebecca Ralph; and Inez Tuttle.

The following individuals supported placing a 7-11 at the site: David Corrubias; Jerry Luque; Lesly Elenes; Margarita Morales; Rosalia Madrigal; Marina Madrigal; and Broderick Huggins.

The City Council commented on: efforts to find a restaurant for the site; having an empty building.

ACTION: Close the public hearing. (Holden/Pinkard) Mayor Holden moved approve the appeal (died due to lack of second). Moved to continue this item. (Pinkard/ Ramirez) Ayes: MacDonald, Flynn, Ramirez, Holden and Pinkard.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:47 p.m. the joint meeting with the Community Development Successor Agency concluded.

M. REPORT OF CITY MANAGER

The Interim City Manager stated that next week the Spanish language agreement would be presented to the City Council.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** Verbal Report – Status of Request for Proposal for Operator of the Del Norte Regional Recycling and Transfer Station.
RECOMMENDATION: Receive the Report.

DISCUSSION: The Interim Public Works Director reviewed the RFP process and use of consultants. The Chief Financial Officer review the request for qualified companies and then negotiations would take place. The City Attorney outlined the RFP process. The Interim City Manager commented on the use of the consultants and selection process.

The following individuals provided comments: William Terry; Nancy Pedersen; Steven MacIntosh; Larry Stein; Mary Anne Rooney; Gus Sanchez; Larry Godwin; Bert Perello; Robert Solomon; and Dan Rosenthal.

The Council discussed: the selection process; use of consultants; members of the selection team; the proposed schedule of the selection process and safe guards in the process.

The Environmental Resources Management Analyst reviewed types of recycled materials being collected and the past citywide recycling rate.

ACTION: Received the report and provided comments.

The Council commented on the 16th of September Celebrations in downtown Oxnard.

O. REPORTS

Housing Department

1. **SUBJECT:** Verbal Follow-up Report Regarding Plan to Address Housing Repairs Within The Courts.

RECOMMENDATION: Receive the Report.

DISCUSSION: The Housing Director reviewed the inspection of the Courts, reported on conditions of the units, schedule of repairs and that all 260 units were livable.

ACTION: Received report.

At 10: 31 p.m., Mayor Holden left the meeting and Mayor Pro Tem Pinkard presided.

2. **SUBJECT:** Authorization to Execute a Development Agreement with Urban Housing Communities for The Courts. (049)

RECOMMENDATION: Authorize the Housing Director to execute a Development Agreement with Urban Housing Communities for the public housing site, commonly known as The Courts, consisting of approximately 25 acres south of Camino Del Sol, east of Marquita Street, west of Rose Avenue and north of First Street.

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

At 10: 34 p.m., Mayor Holden returned to the meeting and presided.

3. **SUBJECT:** Terraza de Las Cortes, L.P. by the Housing Authority and Las Cortes, Inc. (111)
RECOMMENDATION: 1) That the Housing Authority Board of Commissioners authorize negotiation of a Partnership Agreement to be returned for approval, between the Housing Authority and Las Cortes, Inc. for purpose of developing and operating a 64 unit multi-family affordable housing project to be known as Terraza de Las Cortes ("Project") on property currently owned by the Housing Authority; and 2) That the City Council approve a special budget appropriation in the amount of \$3.3 million to the Project.

ACTION: Moved to continue to this item to September 25, 2012. (Ramirez/Pinkard),
unanimously.

HOUSING AUTHORITY

At 10:38 p.m. the joint meeting with the Housing Authority concluded.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Lucy Cartagena and Francisco Romero.

T. ADJOURNMENT

At 10:43 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

DR. IRENE G. PINKARD
Mayor Pro Tem

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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. I-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** October 2, 2012**TO:** City Council**FROM:** Karen R. Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

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

Prepared By: Ralph Alamillo *RA* Agenda Item No. I-3Reviewed By: City Manager *JRB* City Attorney *SMF* Finance *JC* Other (Specify) _____**DATE:** September 24, 2012**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager Department *MHA***SUBJECT:** Project Specification No. GS12-04-Durley Park Renovation**RECOMMENDATION**

That City Council approve Project Specification No. GS12-04 for Durley Park Renovation, and authorize staff to solicit bids for the project.

DISCUSSION

The Durley Park Renovation Project is located at 850 West Hill Street. The project scope consists of renovations to the existing building and surroundings. The renovations include enhancements and equipment upgrades to the existing non-compliant concession stand in order to meet the current Ventura County Health Department codes. Currently, the Health Department does not allow the City or user to use the facility in its present condition. Without the use of this facility the nonprofit little league is missing out on their major revenue source to operate the league.

Additional improvements will be made to the building activity areas, such as the arts and craft rooms, the league's meeting room, and the restrooms which will be updated to meet the Americans with Disabilities Act (ADA) and building code upgrades. On the exterior there will be improvements to the hardscape and landscape, allowing Fire department access and including the addition of a new batting cage to be installed in the center of the playing field and the demolition of an adjacent abandoned building.

FINANCIAL IMPACT

Funding will be requested from Measure O funds.

MH/pcf

Attachment #A – Site Plan

#B – Building Plan

Note: The Specification GS12-04 and Drawings GS12-04A are available for review at General Services Procurement, 1060 Pacific Ave., Bldg. 2.



Meeting Date: 10/09/12

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

Prepared By: Stacey Grose Agenda Item No. I-4

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: September 21, 2012

TO: City Council

FROM: Stacey Grose, Administrative Assistant Stacey Grose
Library

SUBJECT: Library Board Bylaws, Terms of Office, and Powers and Duties

RECOMMENDATION

That City Council:

1. Adopt a resolution approving the Library Board Bylaws as amended in Article II Powers and Duties, Article III Membership, and Article IV Officers.
2. Approve the first reading by title only and subsequent adoption of an ordinance amending the City Code concerning terms of office and powers and duties of the Library Board.

DISCUSSION

The Library Board consists of five members appointed by the Mayor to make recommendations to City Council and assist in the development of a City Library program responsive to the Library service needs of the community. It meets on the first Thursday of each month at 4:30 p.m. in the Main Library. At a special meeting on August 1, 2011, the board members reviewed and discussed changes to the bylaws. At the regular meeting on March 8, 2012, board members approved the following revisions to the Library Board Bylaws. 1) Under Article II Powers and Duties, add H. "Review bylaws at the annual meeting." 2) Under Article III, Membership, B., add "Board members may serve two consecutive terms. After completing two terms of office, a Board member must vacate the Board for one year before being eligible to reapply. The term of office for Board members shall be two years and shall begin in January." 3) Under Article IV, Officers C. 1. "(c) To prepare agendas, with the assistance of City staff" shall be changed to "(c) To prepare agendas, with the assistance of Library Director and/or Secretary." The last time the City Council approved the bylaws was Resolution No. 11,663 dated November 30, 1999. The proposed changes are attached.

The proposed Bylaws revisions to the terms of office for Library Board members and the Board's powers and duties will require amendment of the corresponding City Code provisions pertaining to the Library Board. A proposed ordinance to amend Division 5 of Article II of Chapter 2 of the City Code is attached.

FINANCIAL IMPACT

There is no financial impact.

/sg

- Attachment #1 – Minutes of March 8, 2012 Library Board Meeting
#2 – Current Library Board Bylaws with proposed changes
#3 – Resolution, Revised Library Board Bylaws
#4 – Ordinance Amending Library Board Terms of Office and Powers and Duties

MINUTES
Library Board
Regular Meeting
Oxnard Public Library
Oxnard, CA 93030
March 8, 2012
4:30 p.m.

A. Roll Call & Welcome

Board Members Present: Lorraine Chaparro, Jean Gentry, Lou Tejada, Norma Van Riper

Board Members Absent: Yvette Stein

Staff Members Present: Library Director Barbara Murray, Adult Literacy Program Coordinator Deborah Fox, Recording Secretary Stacey Grose

Board Chair Norma Van Riper called the meeting to order at 4:33 p.m.

B. Review & Approval of Agenda

On page 2, 1st paragraph, 3rd sentence, "...literacy are resource sharing" was amended to read "...literacy and resource sharing." A motion to approve the agenda and amended minutes was called for by Lou Tejada, seconded by Lorraine Chaparro. Motion carried with board member Yvette Stein absent.

C. Public Comments

None.

D. New Business

1. Public comment on New Business.

None.

2. Introduction of Deborah Fox, new Literacy Coordinator.

New staff members are invited to the library board meeting closest to their hiring date so that they may get acquainted with board members. Ms. Fox and board members shared educational and professional backgrounds.

3. Finalize Library Board Bylaws for presentation to City Council.

Vice Chairperson Tejada motioned to accept the changes as highlighted in the Bylaws; seconded by Chairperson Van Riper. Motion carried with board member Stein absent. Ms. Murray will consult the City Attorney on ways to structure the term limits. New term limits will begin January 2013, after the local election, and when the mayor appoints Citizen Advisory Group (CAG) members. It was agreed that if two board members volunteer to step down from the board, that the remaining board members would accept their resignations. It was also noted that a CAG application must be submitted to the City Clerk's office every two years to renew one's CAG status. If someone does not wish to continue being on a CAG, then he or she could choose not to submit the CAG application. Ms. Murray to arrange for the Bylaws to be presented to City Council.

4. Nomination and election of Library Board Officers.

At the February 8 library board meeting, Lou Tejada was nominated for Chairperson and Lorraine Chaparro was nominated for Vice Chairperson. The election for Chairperson was uncontested and unanimous, with board member Stein absent. The election for Vice Chairperson was uncontested and unanimous, with board member Stein absent. The new officers will assume their duties at the April 12 library board meeting.

5. Form 700 update.

Barbara Murray reported that Form 700 is due April 2 and that Library board members do not have to file; however, board members received a letter from the City Clerk's office stating that they need to file a Form 700. Ms. Murray will consult the City Attorney's office on the requirement.

At 4:53 p.m., a five-minute recess was called so that Ms. Murray could call the City Attorney's office.

At 4:57 p.m., the meeting resumed.

6. Report on InfoPeople's Strategic Downsizing webinar.

A webinar on Strategic Downsizing was held at noon on February 28 in Meeting Room A. Board Chairperson Norma Van Riper, Vice Chairperson Lou Tejada and Library Director Barbara Murray attended, along with some library staff.

The webinar stressed that making small budget cuts across the board will not be effective in the long run. A better approach is to know what materials and services are wanted by stakeholders and to adjust the budget accordingly. Ms. Murray recently spoke at a Lemonwood Neighborhood Council meeting and asked attendees what types of services and materials they wanted. They wanted more books.

Library staff recently completed surveys where specific job duties and the functions of their divisions were listed. Providing customer service was a popular response for divisional function. The Help Desk received numerous comments.

At 4:58 p.m., board member Stein arrived.

A \$60,000 book order is in place and there are \$31,000 of unencumbered book funds. The hope is to have \$25,000 savings in book funds at the end of this fiscal year.

No directive has been given on a specific percentage to cut. Some periodicals have been cancelled, but the vendor has been difficult and savings may not be realized. Each direct telephone line costs \$24 per month and the library will explore having staff share telephone lines.

7. Upcoming commendations for Andrew Gray and Friends of the Library Foundation's 40th Anniversary.

Andrew Gray received a commendation for being the Western States Champion of the World Wrestling Entertainment and Young Adult Library Services Association Wrestlemania Reading Challenge 2012. He and a chaperone won an expense-paid trip to Miami, Florida, tickets to Wrestlemania XXVIII, \$300 cash and an opportunity to compete for the grand prize while in Florida. As the sponsoring library, the South Oxnard Branch Library will receive \$2,000 for materials for reluctant teen readers.

The Friends of the Library Foundation will receive a commendation for their 40th anniversary at the April 3 City Council meeting and will celebrate their anniversary at the May 5 semi-annual meeting at 2:00 p.m. in Meeting Room B.

E. Old Business

1. Public Comment on Old Business.

None.

2. Oxnard Friends of the Library activities (Gift Shop sales, book sales, trips)

Yvette Stein reported that the next Gift Shop sale will be on March 8 and 9, and the Better Books sale will be on March 10. The \$45,000 donation check to the library will be presented at the May 5 semi-annual meeting.

3. Expenditure Report for February 2012

Lou Tejada asked if programs could be cut back. The Friends of the Library Foundation provide the funding for programs and because they are enjoyed by the Friends and the public, cutting programs will not be considered at this time. The \$630 paid to Vital Services was for the replacement of security cameras that are breaking due to age. Barbara Murray did not know the actual age of the current cameras at the Main Library and will report at the April 12 board meeting.

Lou Tejada asked the status of the floor problem at South Oxnard Branch Library, but no new information was available.

4. Statistical reports for February 2012

Depending on their condition, discarded materials are sold by the Friends or thrown away. Registration is the number of new library cards issued.

5. Library budget report for February 2012

Temporary labor (proctors, computer lab staff, pages, Help Desk, and mending of books in technical services) is over budget. The overage in telephones is still being resolved. Barbara Murray has put a freeze on spending and hiring.

6. Library Director's reports:

a. South Oxnard Branch Library

Re-locating the bike racks closer to where the existing security cameras are installed would cause a safety issue. However, the security cameras have been re-positioned and the hope is that this will curb the bicycle theft issue.

b. Main Library

The sliding entrance doors facing A Street are still an issue. The sensors in the elevators are being installed. A request to repair the handicap parking spaces was received today. Ms. Murray will forward the concern to the traffic department.

c. Colonia Branch Library

d. Personnel

Vacant positions are frozen until further notice.

F. Adjournment

At 6:02 p.m., Jean Gentry motioned to adjourn; seconded by Lorraine Chaparro and the motioned carried.

The next meeting is scheduled for: **Thursday, April 12, 2012 at 4:30 p.m. at the South Oxnard Branch Library, 4300 Saviers Road, Santa Rosa Room, Oxnard, CA 93033.**

BYLAWS
FOR THE
LIBRARY BOARD

**Article I
Organization**

The name of this legislative body shall be the Library Board ("Board").

**Article II
Powers and Duties**

The powers and duties of the Board shall be as follows:

- A. Advise the City Council on policies and procedures relating to the public library.
- B. Investigate the nature and scope of the requirements of the public library.
- C. Recommend policies and programs related to the public library for consideration by the City Council.
- D. Assist the public library staff in reviewing and evaluating programs and services of the public library.
- E. Make recommendations to the City Council for improvements to the public library.
- F. Represent the views of the community for improvements to the public library.
- G. 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 Board may determine necessary to improve the operations of the public library.
- H. Review bylaws at the annual meeting.

Article III Membership

- A. The Board shall consist of five members appointed by the Mayor with the approval of the City Council.
- B. The term of office for Board members shall be two years and shall begin in January. Board members may serve two consecutive terms. After completing two terms of office, a Board member must vacate the Board for one year before being eligible to reapply.
- C. In the event of a vacancy, the Mayor, with approval of City Council, shall appoint a replacement to complete the term of the member creating the vacancy.

Article IV Officers

- A. The officers of the Board shall be a Chairperson and Vice-Chairperson.
- B. At the annual meeting, the officers shall be elected by a majority of Board members present. These officers shall serve a one year term. The annual meeting shall be scheduled in January of each year.
- C. The duties of the officers shall be as follows:
 - i. Chairperson – (a) To preside at all meetings; (b) To call special meetings as may be necessary; and (c) To prepare agendas, with the assistance of Library Director and/or Secretary.
 - ii. Vice-Chairperson – To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.
- D. Secretary.
 - i. Pursuant to the Oxnard City Code the Board shall have a secretary designated by the City Manager to serve as a non-voting secretary to the Board.
 - ii. The Secretary shall have the following duties: (a) Keep minutes of all meetings; (b) Provide advance and proper notice of all meetings; (c) Assist the Chairperson to prepare agendas; and (d) Attend all meetings of the Board.

Article V
Meetings/Quorum

- A. The Board shall conduct regular meetings at least once in each month. The exact dates, time and location of the meetings shall be determined by resolution of the Board at the annual meeting.
- B. Special meetings may be called by the Chairperson or upon the request of at least three members.
- C. Meetings shall be public and shall be conducted in a publicly owned building with adequate space for members of the public to attend the meetings.
- D. Three members of the Board shall constitute a quorum for the transaction of business.

Article VI
Absences

- A. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Board.
- B. The Chairperson shall determine whether a member's absence is with good cause. An absence due to illness shall be considered an absence with good cause; provided, that notice of such absence is given to the Chairperson as much in advance as possible.

Article VII
Coordination with City Council

The Chairperson shall as soon as possible inform the City Council, through the City Manager, of policy recommendations made by the Board. A copy of the minutes of meetings and resolutions of the Board shall be delivered to the City Manager by the Secretary following each meeting.

Article VIII Rules of Order

Except as otherwise provided herein, or by vote of two-thirds of the members present, **Robert's Rules of Order** (newly revised) shall constitute the parliamentary authority for the meetings.

Article IX Amendments

These bylaws may be amended upon presentation to the City Council for approval.

Article X Effective Date

These bylaws shall go into effect on the date set forth in the City Council resolution approving these bylaws.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING BYLAWS FOR LIBRARY BOARD

WHEREAS, City Council Resolution No. 11,663 establishes some semblance of uniformity among the citizen advisory groups with respect to procedures, officers, elections, quorum requirements and rules of order; and

WHEREAS, the City Council finds that in order for each citizen advisory group to successfully fulfill its objectives, each citizen advisory group may propose revisions to its bylaws; and

WHEREAS, the City Council has reviewed the proposed changes to the Library Board Bylaws.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the revised bylaws attached hereto as Attachment 1 to be effective upon the effective date of the ordinance amending Division 5 of Article II of Chapter 2 of the City Code to modify the terms of office and duties of the Library Board in conformity with the provisions of the revised bylaws.

PASSED and ADOPTED this 9th day of October, 2012, by the following vote:

AYES:

NOES:

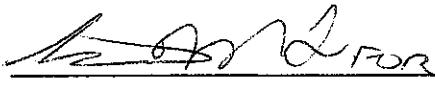
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

BYLAWS
FOR THE
LIBRARY BOARD

March 8, 2012

**Article I
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The name of this legislative body shall be the Library Board ("Board").

**Article II
Powers and Duties**

The powers and duties of the Board shall be as follows:

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- C. Recommend policies and programs related to the public library for consideration by the City Council.
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- E. Make recommendations to the City Council for improvements to the public library.
- F. Represent the views of the community for improvements to the public library.
- G. 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 Board may determine necessary to improve the operations of the public library.
- H. Review bylaws at the annual meeting.

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Article IX Amendments

These bylaws may be amended upon presentation to the City Council for approval.

Article X Effective Date

These bylaws shall go into effect on the date set forth in the City Council resolution approving these bylaws.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. __

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING DIVISION
5 OF ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE, CONCERNING
TERMS OF OFFICE OF THE LIBRARY BOARD

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS
FOLLOWS:

Part 1. Subsection (B) of Section 2-67 of the Oxnard City Code is hereby
amended to read as follows:

“(B) The term of office of a member of the library board shall be two years and
shall begin in January. A member of the library board may be reappointed; however, no
member of the library board may be appointed to serve more than two consecutive terms.
After completing two terms of office, a member of the library board must vacate the
library board for one year before being eligible to reapply.”

Part 2. Within 15 days after passage, the City Clerk shall cause this ordinance to
be published one time in a newspaper of general circulation, published and circulated
within the City. Ordinance No. ____ was first read on _____, 2012 and finally
adopted on _____, 2012 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

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

Prepared By: LB Lou Balderrama, City EngineerAgenda Item No. I-5Reviewed By: City Manager gpb City Attorney SmF Finance JK Public Works

DATE: September 26, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director S.R.
Public Works

SUBJECT: Lessee Consent Agreement, Easement Agreement and Easement Deed with Ito Farms, Inc.

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Lessee Consent Agreement with George Ito for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No.A-7523.
2. Approve and authorize the Mayor to execute an Easement Agreement with Ito Farms, Inc., for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7524.
3. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Farms, Inc., for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive.

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and Ito Farms, Inc. (Grantor), George Ito (Lessee) is required to enter into a Lessee Consent Agreement with the City, at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-310 (Agreement No. A-7523), located at the north side of Hueneme Road and east of Edison Drive.

Lessee Consent Agreement, Easement Agreement and Easement Deed with Ito Farms, Inc.

September 26, 2012

Page 2

In addition, as part of the above-mentioned Development Agreement, Grantor is required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7524.

FINANCIAL IMPACT

None.

Attachment #1 - Agreement No. A-7523
#2 - Agreement No. A-7524
#3 - Easement Deed
#4 - Site Map

SUBJECT: City of Oxnard – Recycled Waterline Project, Hueneme Road west of Olds Acquisition AP# 223-0-030-310 (Ito Farms)

LESSEE CONSENT AGREEMENT

I, the undersigned, am Lessee of the above referenced "Subject" property located off Hueneme Road in the City of Oxnard, California (the "Property"). I acknowledge that the Owner of the Property is committed to granting certain easements affecting the Property to the City of Oxnard ("City") for the City's Recycled Waterline Project ("Project") in conformance with the SouthShore Development Agreement. The locations of these easements are shown in the attached Exhibit, and are hereinafter collectively referred to for purposes of this Consent Agreement as the "Construction Corridor". As Lessee, I hereby consent to the proposed easement conveyances to the City, which include a Permanent Recycled Waterline Easement and an adjacent Temporary Construction Easement, subject to the following conditions:

1. **Advance Notice of Construction Commencement.** The City agrees to provide me (Lessee) with advance notice of the anticipated date of construction commencement, at least ninety (90) days in advance of commencement of City's Project construction on the Property. This Notice has been provided, indicating that construction is anticipated to commence in September 2012.
2. **Harvesting of Crops.** I agree to harvest all crops growing within the Construction Corridor prior to the scheduled September commencement of the City's project construction. I further agree not to replant, nor allow others to replant, anything within the Construction Corridor after the date of said Notice of Commencement of Construction, until the City's project construction and subsequent restoration of the Construction Corridor is completed by City.
3. **Property Restoration.** City agrees that it shall, at no expense to me (Lessee), and upon completion of construction, generally restore the surface of the Construction Corridor to the condition that existed prior to City's construction, to the extent reasonably practical. Restoration shall include all affected fencing, gates, waterlines, and drainage systems, including restoring same elevations post-construction as those existing prior to construction commencement, and restoring the topsoil within planted areas by segregating such upon removal and restoring same upon construction completion. Restoration of the construction corridor shall be completed promptly upon completion of the recycled pipeline installation, without delay.
4. **Modification and Protection of Irrigation and Drainage Facilities.** City shall protect or restore the existing operating irrigation and drainage systems on the Property, to the extent that any such facilities must be directly impacted by City's construction. To aid City in identifying the locations of such facilities, Lessee has identified the known locations of such facilities on the attached Exhibit. During construction, the City may undertake modifications to the irrigation and drainage facilities within the Construction Corridor in order to clear the Construction Corridor and complete its construction. Any modification or restoration of irrigation and drainage systems undertaken by the City shall be done in a manner so as to assure that flow of water for crop irrigation and field drainage purposes is not interrupted. City must ensure that drainage is maintained through the Construction Corridor throughout the construction period so that there is no increase in pooling in the farmer's adjacent fields caused by obstruction of drainage. Restoration of the operational irrigation and drainage systems shall be to a functional condition comparable to that which existed prior to City's construction.

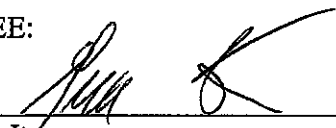
5. **Access.** City shall ensure that access across the Construction Corridor is provided to facilitate Lessee's access to adjacent farm fields during the construction period. Throughout the construction and restoration period, City shall allow safe access at designated locations where Lessee can cross the Construction Corridor to access, irrigate, maintain, plant and harvest Lessee's agricultural fields on the portions of the Property lying outside and adjacent to the Construction Corridor.
6. **Dust Control.** City shall require its contractor to implement and maintain dust control measures to minimize dust from construction throughout the construction period.
7. **Crop Damages.** City agrees to pay to Lessee the fair market value (minus standard costs of harvest and sale) of any crops growing upon the Property that are located outside of the Construction Corridor that are damaged as a result of City's construction activities. Provided the City complies with the noticing requirements of Section 1 hereinabove, the City's obligation to compensate for crop damages does not include any crops within the Construction Corridor between the time that construction is commenced and the date that construction and restoration of the Construction Corridor is completed.

In return for the specific assurances provided herein by the City, I, as Lessee, agree to hold the City and the Owner of the Property harmless and to waive any and all claims for compensation associated with City's easement acquisition and use of the Construction Corridor, except that City shall pay Lessee for any compensatory crop damages in accordance with the provisions of Paragraph 7 hereinabove.

The undersigned warrants that he has executed this Lessee Consent Agreement in his authorized capacity as Lessee of the Property, and that by his signature below, Lessee has executed this document and is bound by the terms and conditions herein. Lessee warrants that he is the only party that holds a Leasehold interest in and to the Construction Corridor across the Property.

This Lessee Consent Agreement is signed by Lessee this 17 day of July, 2012.

7/17/12
Date

LESSEE:

George Ito

ACCEPTANCE:

The **CITY OF OXNARD** hereby accepts this Lessee Consent Agreement and agrees to be bound by all terms and conditions contained herein.

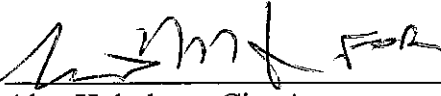
Date: _____

By: _____
Name: Dr. Thomas E. Holden
Title: Mayor

ATTEST:

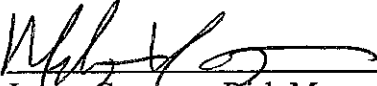
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

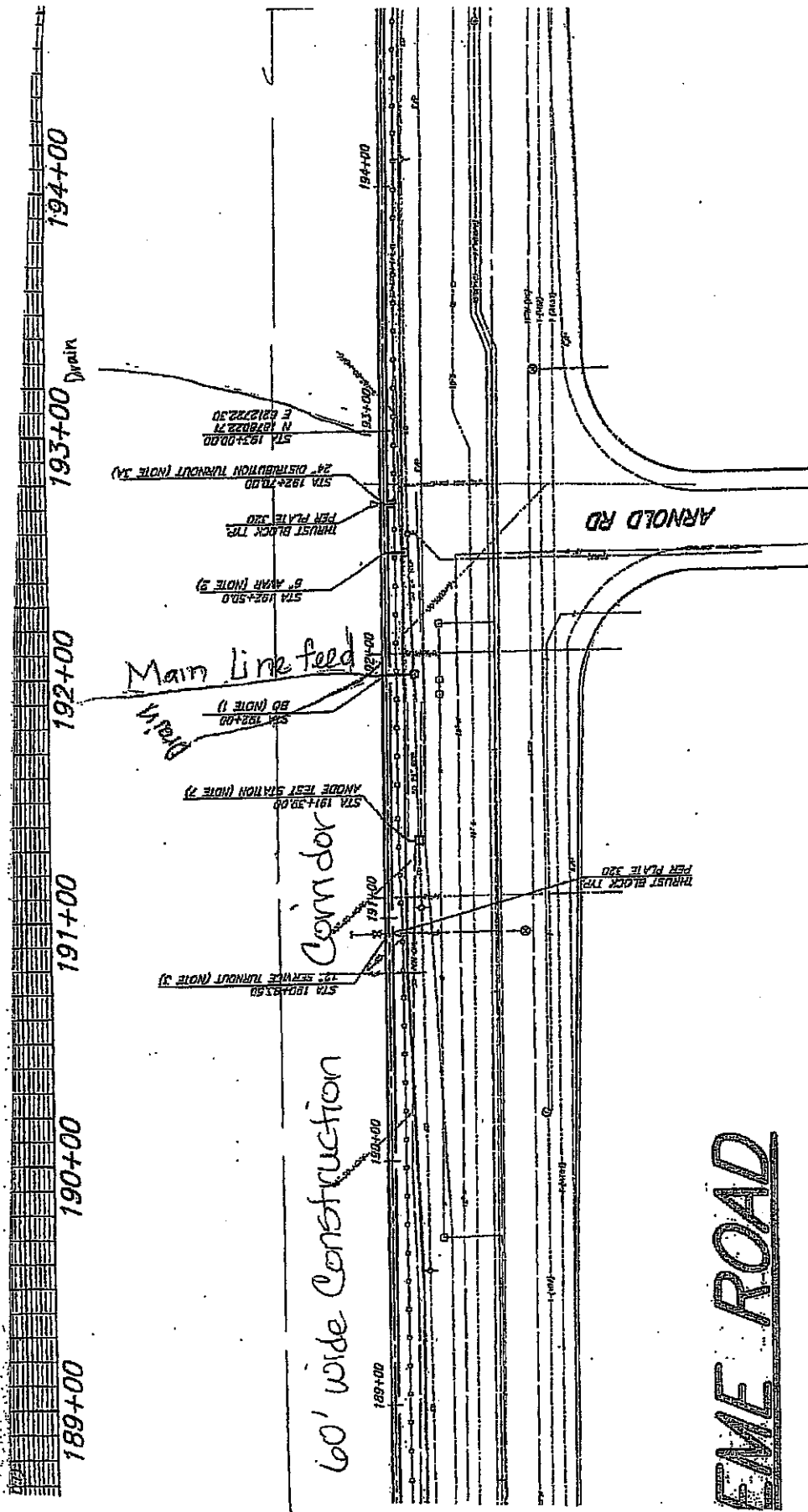
APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



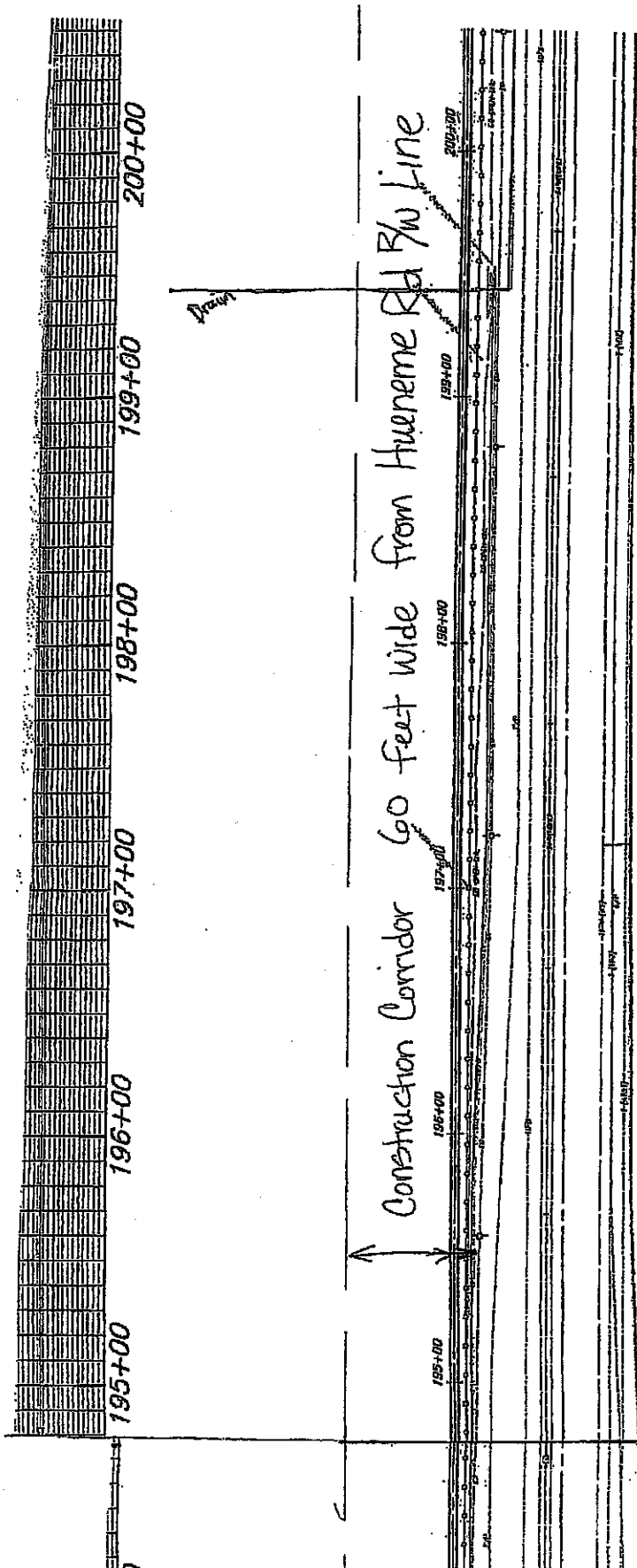
Lou Balderrama, City Engineer



REVISIONS		DATE		DESCRIPTION	BY

		PUBLIC WORKS CAPITAL PROJECTS MANU
PHASE 1 RECYCLED WATER BACKFILL HUENEME RD HWY PROJECT HUENEME ROAD PLAN & PRO STA 182+25.00 TO 194+35.00		
APPROVED: PROJECT MANAGER DATE: 4/10/13	SCALE: HORIZ. 1"=40' VERT. 1"=4'	SHEET NO. 1

Exhibit to Lessee Consent Agreement Page 1 of 2



HUEA

NOTES:

1. PROVIDE AND INSTALL 8" BLOW OFF PER REVISED CITY STANDARD PLATE No. 703 SHEET No. 13
2. NOT USED
3. PROVIDE AND INSTALL SERVICE TURNOUT PER DETAIL-G SHEET No.14
4. NOT USED
5. WATER MAIN AND NON-POTABLE PIPE LINE SEPARATION PER CITY STANDARD PLATE 53
6. NOT USED
7. PROVIDE AND INSTALL ANODE TEST STATION PER DETAIL-A SHEET No.16
8. NOT USED

SEE SHEET NO. 14 FOR DETAIL-A SHEET No.16

PUBLIC WORKS
AL PROJECTS MAIN
ED WATER BACHMAN
RD THE PROJECT
AD PLAN & PROPS
5.00. RD 1844-254

Project: City of Oxnard – Recycled Waterline Project
 APN: 223-0-030-310
 Owner: Ito Farms Inc.

EASEMENT AGREEMENT

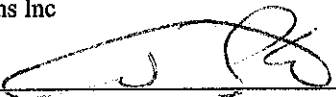
This Agreement is made and entered into between **Ito Farms Inc.**, hereinafter referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-310, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this 17th day of July, 2012.

GRANTOR: Ito Farms Inc

By: 
 Name: William Ito
 Title: PRESIDENT

By: _____
 Name: _____
 Title: _____

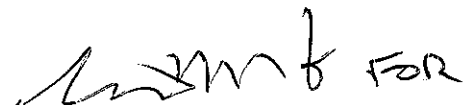
CITY OF OXNARD:

By: _____ Date: _____
 Name: Dr. Thomas E. Holden
 Title: Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-310
(Ventura County)

Space above this line for Recorder's Use
No fee per Government Code 6103

NO TAX DUE
Per Revenue Taxation Code 11922

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ito Farms Inc., a California Corporation, hereinafter referred to as "Grantor,"

Do(es) hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An Easement in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and

1/5

incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all

new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page....

GRANTOR: Ito Farms, Inc.

Date: 7/17/12

By: [Signature]
Name: WILLIAM ITO
Title: PRESIDENT

Date: _____

By: _____
Name: _____
Title: _____

State of California

County of ORANGE

On July 17, 2012 before me, DUOC TAN NGUYEN

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

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

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



(Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated JULY 17, 2012, from Ito Farms Inc., grantor therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:



Alan Holmberg
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

A part of Lots 3 and 6 of Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map of Lands in Subdivisions Numbers 72, 82 and 83 of said Rancho El Rio de Santa Clara o'la Colonia, recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the North line of that certain parcel of land conveyed to Richard W. Service and Venie E. Service, his wife, by deed dated September 7, 1923, recorded in Book 29, Page 88 of Official Records, at the Southeast corner of that certain parcel of land conveyed to John Eastwood, by deed dated September 14, 1911, recorded in Book 128, Page 131 of Deeds; and running thence,

1st: South 39.75 chains to a point in the North line of Hueneme Road; thence,

2nd: West 7.044 chains to a 4" x 4" redwood post set in the North line of said Hueneme Road; thence,

3rd: North 40.22 chains to a 4" x 4" redwood post from which the Southwest corner of Lot 9, as shown upon said map, bears West 0.827 of a chain distant; thence,

4th: East 0.553 of a chain to a point; thence,

5th: South 30° 45' East 0.55 of a chain to a point; thence,

6th: East 6.21 chains to the point of beginning.

EXCEPT that portion granted to Southern California Edison Company, in deed recorded February 3, 1967, in Book 3100, Page 456 of Official Records.

Parcel B:

All of Lot 7 and a part of Lots 3, 6 and 8 of Subdivision Nos. 72, 83 and 82 of the Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a 3/4 inch iron pipe set at a point in the North line of "Hueneme Road", distant West 663.23 feet from a 4" x 4" post set at the point of intersection of said North line of "Hueneme Road" with the West line of the road locally known as and called "Olds Road", thence from said point of beginning,

1st: North 39.75 chains to a 3/4 inch iron pipe set at a point in the North line of said Lot 8; thence along the North line of said Lots 8, 7 and 6,

2nd: West 23.891 chains to the Northeast corner of that certain parcel of land conveyed by Richard W. Service and wife to John Eastwood, by deed dated November 14, 1923, recorded in Book 32, Page 185 of Official Records; thence,

3rd: South 39.75 chains along the East line of the land so conveyed to said Eastwood to a point in the North line of said "Hueneme Road"; thence along same,

4th: East 23.889 chains along the North line of said "Hueneme Road" to the point of beginning.

EXCEPT the Northerly 300 feet of Lots 7 and 8 of Subdivision Nos. 72, 83 and 82 of the Rancho El Rio de Santa Clara o'la Colonia, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, and the Northerly 300 feet of that portion of Lot 6 of said Subdivision Nos. 72, 83 and 82 which lies Easterly of the Westerly line of the land conveyed to A. M. Barnard, by deed recorded in Book 149, Page 495 of Official Records.

ALSO EXCEPT an undivided one-half interest in all oil, gas, minerals and other hydrocarbon substances

EXHIBIT "A" (continued)

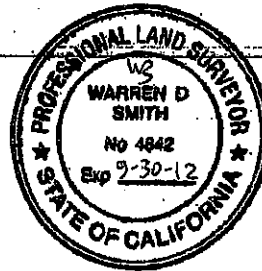
including geothermal resources lying in and under said land above described, or produced and saved therefrom; and further excepting and reserving to grantor the sole and exclusive rights to drill into, from and through said land, and all subsurface easements necessary or convenient to prospecting for, producing and developing oil, gas and other hydrocarbon substances and minerals by means of slot drilling operations conducted from surface locations outside of said land, into or through said land, to producing intervals either within or beyond said land, all subject, however, to the conditions, that, in the enjoyment of said reserved and excepted rights and interest grantor shall not enter upon the surface of said land or into the upper 500 feet thereof measured vertically from said surface, as reserved by First Interstate Bank of California, a California corporation, et al., in deed recorded March 23, 1984 AS, as Document No. 31725 of Official Records.

APN: 223-0-030-310

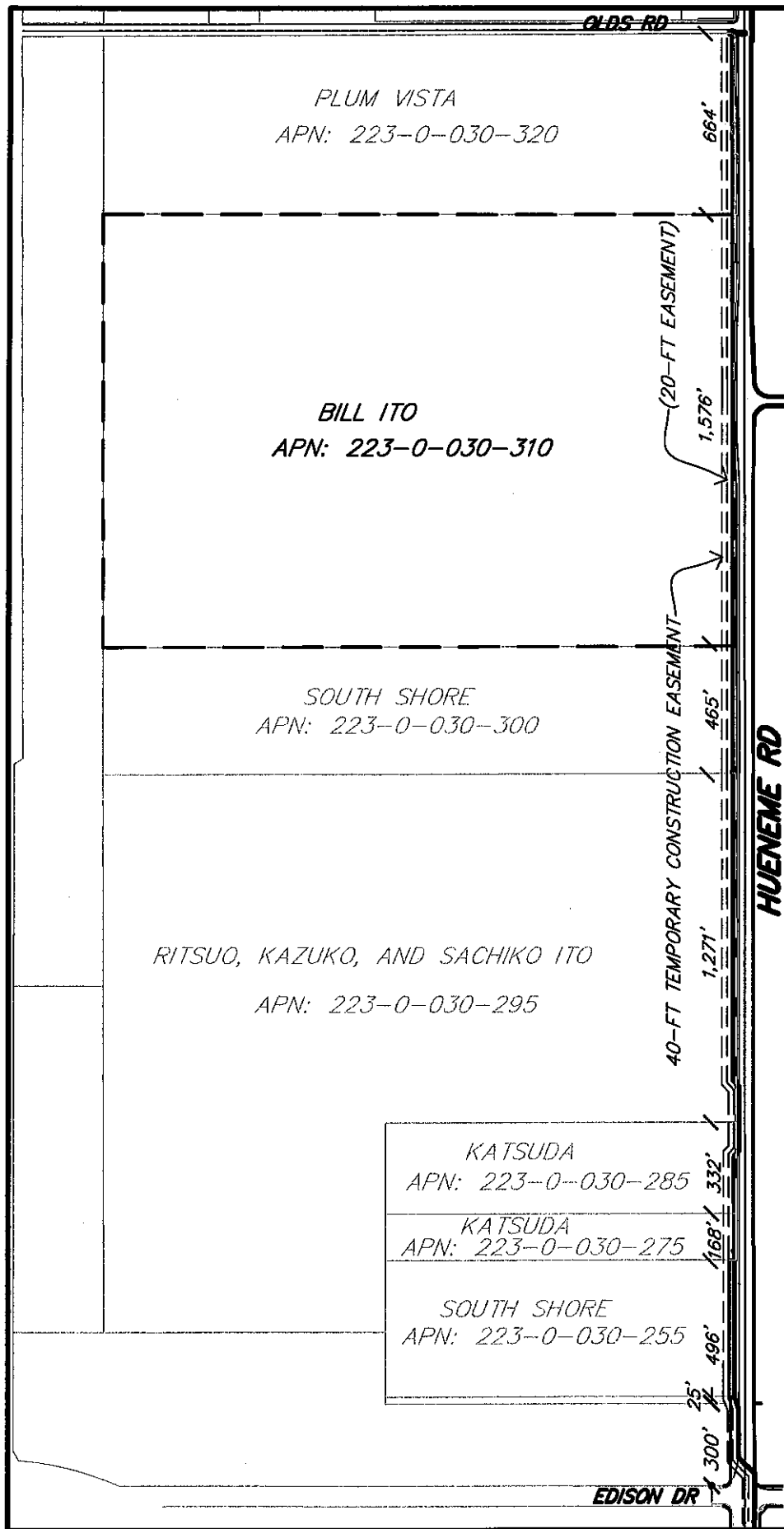
EXHIBIT B

The southerly 40 feet of that certain parcel of land described in the deed to Ito Farms, Inc., recorded March 4, 1999 as Instrument No. 99-42394 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-310



NO SCALE



Meeting Date: 10/09/12

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

Prepared By: LB Lou Balderrama, City Engineer

Agenda Item No. I-6

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: September 26, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director W.R.
Public Works

SUBJECT: Lessee Consent Agreement with Hiji Bros., Easement Agreement and Easement Deed with Ito Family Trust and Sachiko Ito Trust

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Lessee Consent Agreement with Hiji Bros., Inc. for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7525.
2. Approve and authorize the Mayor to execute an Easement Agreement with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7526.
3. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Family Trust and Sachiko Ito Trust, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive.

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and the Ito Family Trust and Sachiko Ito Trust (Grantors), Hiji Bros., Inc. (Lessee) is required to enter into a Lessee Consent Agreement with the City, at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-295 (Agreement No. A-7525), located at the north side of Hueneme Road and east of Edison Drive.

Lessee Consent Agreement with Hiji Bros., Easement Agreement and Easement Deed with Ito Family Trust and Sachiko Ito Trust
September 26, 2012
Page 2

In addition, as part of the above-mentioned Development Agreement, Grantor are required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-295, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7526.

FINANCIAL IMPACT

None.

Attachment #1 - Agreement No. A-7525
#2 - Agreement No. A-7526
#3 - Easement Deed
#4 - Site Map

SUBJECT: City of Oxnard – Recycled Waterline Project, Hueneme Road west of Olds
Acquisition AP# 223-0-030-295 (Ito Family Trust)

LESSEE CONSENT AGREEMENT

I, the undersigned, am Lessee of the above referenced "Subject" property located off Hueneme Road in the City of Oxnard, California (the "Property"). I acknowledge that the Owner of the Property is committed to granting certain easements affecting the Property to the City of Oxnard ("City") for the City's Recycled Waterline Project ("Project") in conformance with the SouthShore Development Agreement. The locations of these easements are shown in the attached Exhibit, and are hereinafter collectively referred to for purposes of this Consent Agreement as the "Construction Corridor". As Lessee, I hereby consent to the proposed easement conveyances to the City, which include a Permanent Recycled Waterline Easement and an adjacent Temporary Construction Easement, subject to the following conditions:

1. **Advance Notice of Construction Commencement.** The City agrees to provide me (Lessee) with advance notice of the anticipated date of construction commencement, at least ninety (90) days in advance of commencement of City's Project construction on the Property. This Notice has been provided, indicating that construction is anticipated to commence in September 2012 and the boundaries of the Construction Corridor have been staked by the City.
2. **Harvesting of Crops.** I agree to harvest all crops growing within the Construction Corridor prior to the scheduled September commencement of the City's project construction. I further agree not to replant, nor allow others to replant, anything within the Construction Corridor after the date of said Notice of Commencement of Construction, until the City's project construction and subsequent restoration of the Construction Corridor is completed by City.
3. **Property Restoration.** City agrees that it shall, at no expense to me (Lessee), and upon completion of construction, generally restore the surface of the Construction Corridor to the condition that existed prior to City's construction, to the extent reasonably practical. Restoration shall include all affected fencing, gates, waterlines, and drainage systems, including restoring same elevations post-construction as those existing prior to construction commencement, and restoring the topsoil within planted areas by segregating such upon removal and restoring same upon construction completion.
4. **Modification and Protection of Irrigation and Drainage Facilities.** City shall protect or restore the existing operating irrigation and drainage systems on the Property, to the extent that any such facilities must be directly impacted by City's construction. To aid City in identifying the locations of such facilities, Lessee has identified the known locations of such facilities and has provided this information to the City. The City shall require their contractor to pothole each known existing subsurface facility, including utilities, drainage and irrigation lines, which are shown on the plans or are evident within the Construction Corridor, based on surface features such as control valves and outlets into any adjacent drainage channels, in order to determine their actual locations and depths prior to construction of the pipeline. During construction, the City may undertake modifications to the irrigation and drainage facilities within the Construction Corridor in order to clear the Construction Corridor and complete its construction. Any modification or restoration of irrigation and drainage systems undertaken by the City shall be done in a manner so as to assure that flow of water for crop irrigation and field drainage purposes is not interrupted for a period of time that is harmful to crops growing outside the Construction Corridor upon the Property. City must ensure that drainage is maintained through the Construction Corridor throughout the construction period so that there is no increase in pooling in the farmer's adjacent fields caused by obstruction of drainage. In any case where the Project work disturbs, disconnects or damages any of the water, irrigation, drainage, or utilities on the Property, City's Contractor shall be contractually obligated and required to bear all expense of

whatever nature arising from such disturbances or the replacement or repair thereof. When said damage causes an unscheduled interruption of service, the Contractor shall be required by City to immediately alert Lessee and City, and the Contractor and City shall then make necessary arrangements with Lessee to expedite repairs. At a minimum, reconstruction shall be of the same types of materials and to the same or better quality as that which existed prior to the start of construction and shall be to the satisfaction of the Lessee. If the Contractor has to remove or causes damage to any portion of drainage or irrigation lines, Contractor will be required to provide a method of bypassing the flow so that the drainage or irrigation is promptly restored.

5. **Access.** City shall ensure that access across the Construction Corridor is provided to facilitate Lessee's access to adjacent farm fields during the construction period. Throughout the construction and restoration period, City shall allow safe access at designated locations where Lessee can cross the Construction Corridor to access, irrigate, maintain, plant and harvest Lessee's agricultural fields on the portions of the Property lying outside and adjacent to the Construction Corridor.
6. **Dust Control.** City shall require its contractor to implement and maintain dust control measures to minimize dust from construction throughout the construction period.
7. **Crop Damages.** City agrees to pay to Lessee the fair market value (minus standard costs of harvest and sale) of any crops growing upon the Property that are located outside of the Construction Corridor that are damaged as a result of City's construction activities. Provided the City complies with the noticing requirements of Section 1 hereinabove, the City's obligation to compensate for crop damages does not include any crops within the Construction Corridor between the time that construction is commenced and the date that construction and restoration of the Construction Corridor is completed.

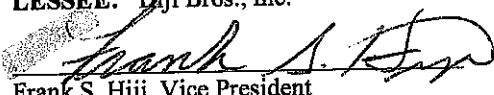
In return for the specific assurances provided herein by the City, I, as Lessee, agree to hold the City harmless and to waive any and all claims for compensation associated with City's easement acquisition and use of the Construction Corridor, except that City shall pay Lessee for any compensatory crop damages in accordance with the provisions of Paragraph 7 hereinabove.

The undersigned warrants that he has executed this Lessee Consent Agreement in his authorized capacity as Lessee of the Property, and that by his signature below, Lessee has executed this document and is bound by the terms and conditions herein. Lessee warrants that he is the only party that holds a Leasehold interest in and to the Construction Corridor across the Property.

This Lessee Consent Agreement is signed by Lessee this 2nd day of August, 2012.

LESSEE: Hiji Bros., Inc.

Date: 8/2/12


Frank S. Hiji, Vice President

ACCEPTANCE:

The **CITY OF OXNARD** hereby accepts this Lessee Consent Agreement and agrees to be bound by all terms and conditions contained herein.

Date: _____

By: _____
Name: Dr. Thomas E. Holden
Title: Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cambron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

Lou Balderrama, City Engineer

EXHIBIT TO LESSEE CONSENT AGREEMENT



The orange line shows general location of the Construction Corridor. Please note that the Construction Corridor is 60 feet wide and is located all along the southerly property line of the Ito Family Trust property.

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-295
Owner: Ito Trusts

EASEMENT AGREEMENT

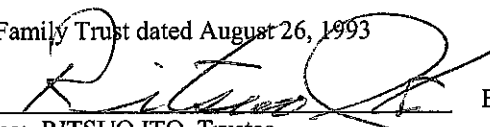
This Agreement is made and entered into between **RITSUO ITO** and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993; and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, hereinafter collectively referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

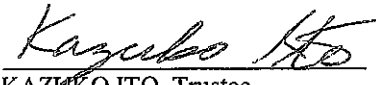
1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-295, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

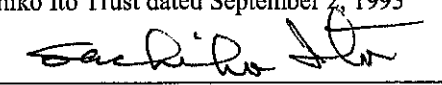
This Agreement is signed and entered into by Grantor this 17th day of July, 2012.

GRANTOR: Ito Family Trust dated August 26, 1993

By: 
Name: RITSUO ITO, Trustee

By: 
KAZUKO ITO, Trustee

Sachiko Ito Trust dated September 2, 1993

By: 
Name: SACHIKO ITO, Trustee

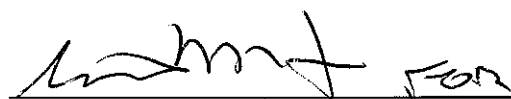
CITY OF OXNARD:

By _____ Date _____
Name Dr. Thomas E. Holden
Title Mayor

ATTEST:

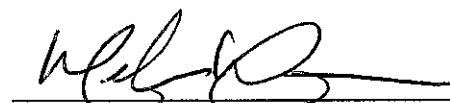
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



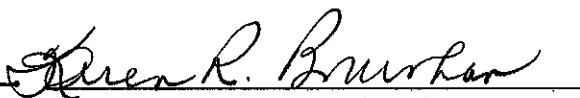
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

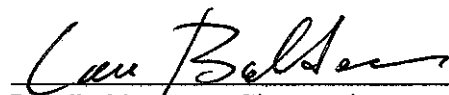


Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderama, City Engineer

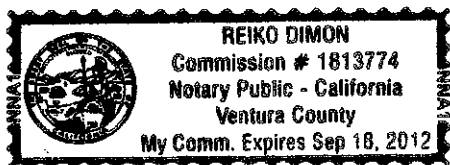
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

On 7/20/2012 before me, REIKO DIMON, NOTARY PUBLIC

personally appeared RITSUO ITO & KAZUKO ITO



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

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

WITNESS my hand and official seal.

Signature Reiko Dimon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT

Document Date: 7/17/2012 Number of Pages: 02

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-295
(Ventura County)

Space above this line for Recorder's Use
No fee per Government Code 6103

NO TAX DUE
Per Revenue Taxation Code 11922

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RITSUO ITO and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993;
and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, hereinafter
collectively referred to as "GRANTOR,"

does hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An **Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and

1/8

across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page....

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

The Ito Family Trust, dated August 26, 1993

Date: 7-20-2012

By:

RITSUO ITO, Trustee

Date: 7-20-2012

By:

KAZUKO ITO, Trustee

State of California

County of VENTURA

On 7/20/2012 before me, REIKO DIMON, Notary Public

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

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

WITNESS my hand and official seal.

Reiko Dimon
Signature of Notary Public

(Seal)



GRANTOR:

Sachiko Ito Trust dated September 2, 1993

Date: 7-17-2012

By: Sachiko Ito
SACHIKO ITO, Trustee

State of California

County of Los Angeles

On July 17, 2012 before me, Susan Ito

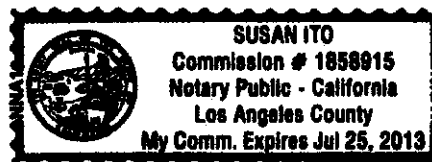
Notary Public, personally appeared Sachiko Ito,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Susan Ito
Signature of Notary Public

(Seal)



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated

July 20, 2012, from **RITSUO ITO** and **KAZUKO ITO**, as Trustees of the Ito Family Trust dated August 26, 1993, and **SACHIKO ITO**, as Trustee of the Sachiko Ito Trust dated September 2, 1993, grantors therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:



Alan Holmberg
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

All of Lots 2 and 5 and a part of Lots 3 and 6 of the Subdivision Nos. 72, 82 and 83 of the Rancho El Rio de Santa Clara o'la Colonia, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a 4" x 4" redwood post set in the North line of Hueneme Road at the Southwest corner of said Lot 2, said point being the Southeast corner of that certain parcel of land conveyed to Fritz Bruns, by deed dated December 7, 1905, recorded in Book 105, Page 358 of Deeds; thence from said point of beginning;

1st: North 19.60 chains along the East line of said land of Fritz Bruns to a 4" x 4" redwood post set in the South line of said Lot 5 and at the Northwest corner of said Lot 2; thence at right angles,

2nd: West 11.56 chains to a 4" x 4" redwood post set in the North line of Lot 1 at the corner common to Lots 4 and 5 as shown upon the above described map; thence at right angles,

3rd: North 20.62 chains along the East line of said Lot 4 to a 4" x 4" redwood post set at the corner common to Lots 4 and 5; thence at right angles;

4th: East 30.796 chains; at 22.67 chains 4" x 4" redwood post set at the corner common to Lots 5 and 6; at 29.93 chains a 4" x 4" redwood post set at the Southwest corner of Lot 9 as shown upon the above described maps; at 30.798 chains the Northwest corner of that certain parcel of land as conveyed to James H. Old, deed dated December 1, 1910, recorded in Book 120, Page 287 of Deeds; thence at right angles,

5th: South 40.22 chains; at 20.62 chains the Southwest corner of said parcel of land conveyed to James H. Old, and the Northeast corner of land conveyed to James H. Old, and the Northeast corner of land conveyed to Jose Yrigoyen and Annie Yrigoyen, his wife, deed dated December 1, 1910, recorded in Book 120, Page 285 of Deeds; at 40.22 chains a point in the North line of said Hueneme Road; thence along same,

6th: West 19.2365 chains; at 8.0065 chains a 4" x 4" redwood post set in the Southerly terminus of the center line of a private road 50 feet wide, lying equally on each side of the boundary line between said Lots 2 and 3; at 19.2365 chains the point of beginning.

EXCEPT those portions as conveyed in the deed to Southern California Edison Company, by documents recorded September 8, 1966, in Book 3040, Page 272; and July 7, 1969, in Book 3514, Page 208 both of Official Records.

APN: 223-0-030-295

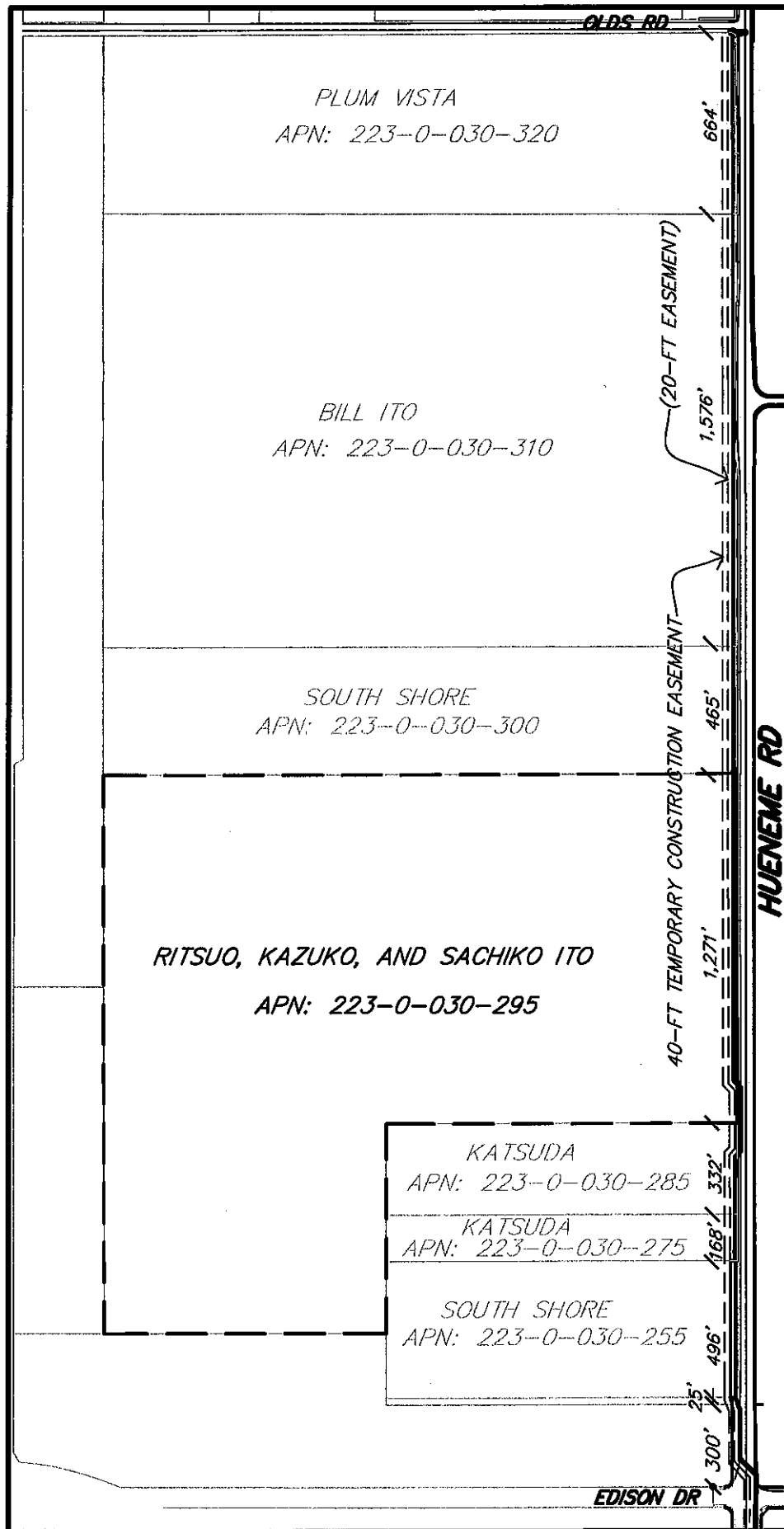
EXHIBIT B

The southerly 40 feet of that certain parcel of land described in the deeds to Ito Family Trust, recorded September 16, 1993 as Instrument Nos. 93-171831 and 93-171833 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-295





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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. I-7Reviewed By: City Manager [Signature] City Attorney SrF Finance [Signature] Public Works

DATE: September 26, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director S.R.
Public Works

SUBJECT: Easement Agreement and Easement Deed with Plum Vista L.P.

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an Easement Agreement with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7532.
2. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Plum Vista L.P., for the property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive.

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and Plum Vista L.P. (Grantor), Grantor is required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for property identified by the County Assessor as APN 223-0-030-320, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7532.

FINANCIAL IMPACT

None.

Attachment #1 - Agreement No. A-7532
 #2 - Easement Deed
 #3 - Site Map

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-320
Owner: Plum Vista

EASEMENT AGREEMENT

This Agreement is made and entered into between **Plum Vista L.P.**, hereinafter referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-320, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this 13 day of AUGUST, 2012.

GRANTOR: Plum Vista L.P.

By: Steven Michio Murata
(signature)

Name (Print) STEVEN MICHIO MURATA

Title: MANAGER

Address: 875 W. LOS ANGELES AVE
SOMIS, CA 93066

Phone: (805) 957-5239 Fax: (805) 485-5308

Email Address: plumvista@hotmail.com

CITY OF OXNARD:

By _____ Date _____

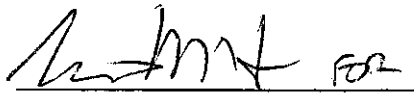
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:



Karen R. Burnham, Interim City Manager



Lou Balderrama, City Engineer

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-320
(Ventura County)

Space above this line for Recorder's Use
No fee per Government Code 6103

NO TAX DUE
Per Revenue Taxation Code 11922

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PLUM VISTA, L.P., a California limited partnership, hereinafter referred to as "Grantor,"

does hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An Easement in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and

1/5

incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.
2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.
3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.
4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.
5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all

new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page....

GRANTOR:

PLUM VISTA, L.P. a California limited partnership

Date: 8/13/2012

By: *Steven Michio Murata*
Name: STEVEN MICHIO MURATA
Title: MANAGER

State of California

County of Ventura

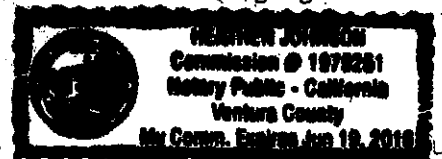
On 8/13/12 before me, Heather Johnson

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

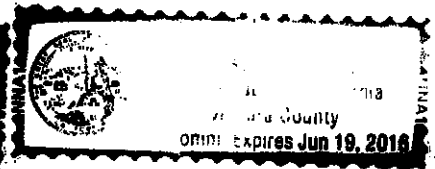
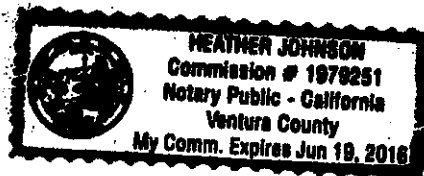
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Heather Johnson
Signature of Notary Public



(Seal)



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated August 13, 2012, from PLUM VISTA, L.P., a California Limited Partnership, grantor therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:



Alan Holmberg
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

A part of Lots 3 and 8 of Subdivision Nos. 72, 82 and 83 of the Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a 4" x 4" post, set at the point of intersection of the North line of Hueneme Road and the West line of Olds Road, 50 feet wide, said point of beginning being the Southeast corner of said Lot 3, as delineated upon the above described map; thence from said point of beginning;

1st: West 663.23 feet along the North line of said Hueneme Road to a 3/4 inch iron pipe; thence,

2nd: North 2323.50 feet to the Southerly line of the land conveyed to Southern California Edison Company, by deed recorded October 29, 1965, in Book 2888, Page 307 of Official Records, in the office of the County Recorder of said County, thence along said Southerly line,

3rd: East 663.23 feet along said line to a point which bears South along the West line of said Olds Road, 300.00 feet from the Northeast corner of said Lot 8, thence continuing along said Westerly line,

4th: South 2323.50 feet to the point of beginning.

APN: 223-0-030-320

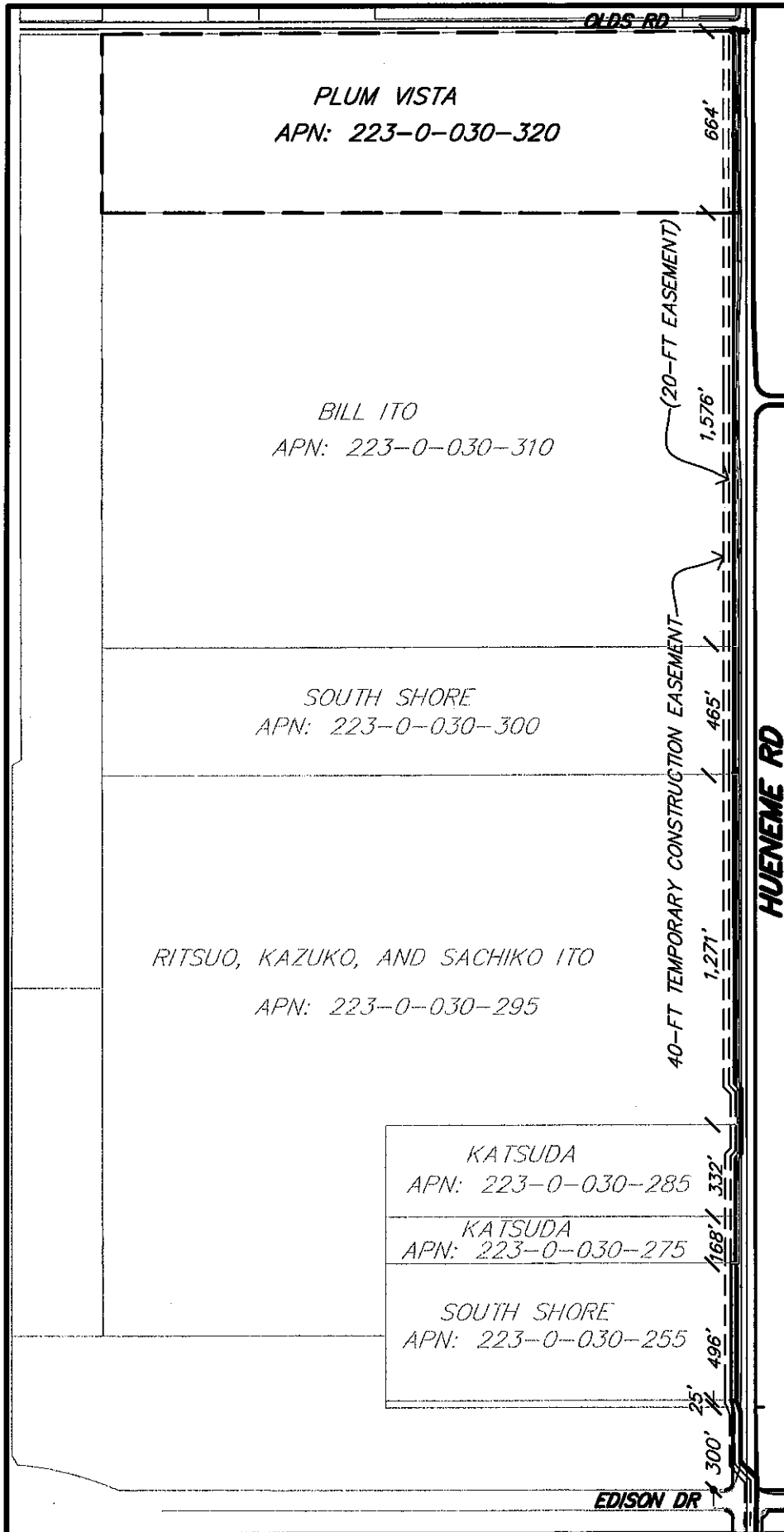
EXHIBIT A

The southerly 40 feet of that certain parcel of land described in the deed to Plum Vista, L.P., recorded December 28, 2001 as Instrument No. 2001-0264615-00 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-320





Meeting Date: 10 / 9 / 2012

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

Prepared By: Susan L. Martin, AICP, Planning Manager *SM*Agenda Item No. L-1Reviewed By: City Manager *SLB*City Attorney *SMF*Finance *J.C.*

Other (Specify) _____

DATE: September 19, 2012**TO:** City Council**FROM:** Susan L. Martin, AICP, Planning Manager *SM*
Development Services Department**SUBJECT:** Planning and Zoning Permit No. 12-580-01 (Zone Code Text Amendment),
Regulations Concerning Operation of Mobile Food Facilities, Citywide.

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance establishing regulations concerning operation of mobile food facilities citywide.

DISCUSSION

On June 21, 2012, staff presented a draft ordinance to the Planning Commission to allow mobile food facility (MFF) operations in certain areas of the city subject to an approved temporary use permit. That ordinance amendment also included minor changes to Chapter 8 (Vehicles and Traffic) of the City Code to update the list of arterial streets and address the operation of MFFs in public rights-of-way. MFF operators have requested that the zoning code be amended so they can operate their MFFs on private property for extended periods of time. To address these requests, staff supported the temporary use permit process as appropriate for periodic placement of these mobile businesses on private property. The operating standards for MFFs in the proposed zoning provisions of the ordinance are specific to MFFs operating on private property. MFFs operating on public streets must comply with the requirements of Chapter 8. The Commission received public comments - mostly directed to MFFs on private property - and deliberated on the matter, then directed staff to provide additional information and minor adjustments to the proposed ordinance.

Staff returned to Planning Commission on August 16, 2012, with additional information as requested by the Commissioners. Most importantly, the ordinance presented at that meeting accommodated changes to operating standards specific to MFFs operating on private property pursuant to a temporary use permit (TUP), as follows:

- Extend the allowable hours of operation, from 10:00 pm to 11:00 pm;
- Addition of a 500-foot minimum distance from any other eating establishment;
- Extend the TUP period, from 45 days to 180 days;

At the conclusion of the hearing on August 16th, the Planning Commission recommended the draft ordinance be adopted by City Council, with one final change - to allow MFFs to operate for a period of 365 consecutive days without a 30-day waiting period for a new TUP at the same location. The 30-day downtime is currently required of TUPs issued for each temporary use of property to discourage continuous ongoing disruptions to the neighborhood and community. The draft ordinance (attached) includes all adjustments and changes, as recommended by the Planning Commission.

It should be noted that invitees to the stakeholder meetings in May 2012 included about 20 MFF operators as well as their representative attorney, Oxnard Downtown Merchants District, Oxnard Chamber, Oxnard Visitor and Conventions Bureau, Ventura County Harbor District, Ventura County Environmental Health Division, and key City staff members. In addition, staff followed up directly with one or two restaurant owners whose information was provided by attendees of the meetings.

After the first Planning Commission hearing, where there was low attendance by restaurant representatives, staff contacted the Economic Development Corporation of Oxnard (EDCO) for assistance in further outreach efforts. According to EDCO, several restaurants were contacted directly and informed of the pending ordinance proposal. Staff also reached out to the Ventura County Restaurant Association about the proposed ordinance, but no response has been received to date.

Three speakers representing five or six restaurants attended the Planning Commission meeting on August 18th, indicating that they were concerned that a broad allowance of the MFFs would have significant impacts on their businesses. Staff also provided contact information to these restaurant representatives at that meeting, but there has been no contact since.

2030 General Plan Conformance

As described previously, this ordinance is primarily focused on MFFs operating on private property. The proposed ordinance limits MFF operations conducted pursuant to a TUP on private property to certain commercial and manufacturing zone districts, and requires such operations be situated at least 500 feet from any property used for residential purposes and/or residential zone districts. As such, the proposal conforms to policies protecting residential neighborhoods. Furthermore, allowing MFF operations on private property promotes entrepreneurial and small business opportunities throughout the city.

FINANCIAL IMPACT

No financial impact. Approval of the proposed ordinance would allow mobile food facilities, subject to the approval of a temporary use permit. Fees would be collected for such permits.

/sm

Attachment #1 - Planning Commission Staff Report, June 21, 2012 (without attachments)
#2 - Planning Commission Staff Report, August 16, 2012 (with attachment B only)
#3 - Draft Ordinance

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Susan L. Martin, AICP, Planning Manager

DATE: June 21, 2012

SUBJECT: Planning and Zoning Permit No. 12-580-01, (Zone Code Text Amendment), Regulations Concerning Operation of Mobile Food Facilities, Citywide.

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 12-580-01 for a zone code text amendment, subject to certain findings.
- 2) **Project Description and Applicant:** A proposal to amend portions of the Oxnard City Code to address the operation of mobile food facilities within the city limits. The amendment would be effective throughout the city, and include changes to Chapter 8 (Vehicles and Traffic) and Chapter 16 (Zoning). The Planning Commission's action on this matter is a recommendation to the City Council. Filed by the City of Oxnard, Planning Division, 214 South C Street, Oxnard, CA 93030.
- 3) **Background Information:** Since 2007, there has been a growing interest by vendors in establishing mobile food facilities (MFF) as a permanent business prospect in the City of Oxnard. As the MFFs vendors began establishing their operations, there were complexities with the Oxnard City Code in supporting these businesses. The requirements for a peddlers permit is addressed in Chapter 11 (Permits) of the City Code, while Chapter 8 (Vehicles and Traffic) places restrictions as to time and place for vending from vehicles, wagons, and pushcarts. These Code requirements are suitable for ice cream trucks and lunch wagons, as these operators do not stand or park their vehicles for extended time periods.

Operation of a MFF is different from the ice cream trucks and lunch wagons. The MFF operators who have approached the City indicated a need to locate their facility at specified locations for periods that exceed the Chapter 8 allowance of ten minutes. In addition, while these operators want to establish themselves permanently at certain locations, Chapter 16 (Zoning) of the City Code is arranged to address land uses conducted from permanent structures. Early on, staff encouraged some of the MFF operators to apply to modify underlying land use approvals for the locations they were interested in. A modification to a special use permit approved by the Planning Commission would allow the MFF long-term rights on that particular property, in that such approval runs with the land. Alternatively, staff encouraged the MFF operators to consider pooling their resources and proposing an amendment to the City Code to adequately address their proposed type of use. The MFF

operators made no such application, and Code Compliance officers continued to provide warnings, then citations to the MFF operators for continuing to conduct their business contrary to the City Code.

The Oxnard City Code adequately regulates peddlers, pushcarts, and lunch wagons, and such operation in public areas. Therefore, the discussions herein are primarily focused on the need to provide standards for the operation of MFF uses on private property.

- 4) Environmental Determination:** In accordance with Sections 15304 and 15305 of the State CEQA Guidelines, projects involving "minor temporary use of land having negligible or no permanent effects on the environment" and those involving "minor alterations in land use limitations in areas...which do not result in any changes in land use or density" may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). This proposal minimally expands the list of allowed uses considered temporary, and does not propose to extend the timeframe for such similar uses, nor would the proposal result in any changes to existing land uses or density. 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).

5) Analysis:

- a) General Discussion:** Different dining choices should be recognized, as they provide alternative business opportunities in the city, especially during tough economic times. As estimated by the MFF vendors, a new food vending wagon costs \$55,000 and monthly costs for operating such facilities are approximately \$2,500. By comparison, start-up costs to establish a modest 2,000 square foot fixed restaurant facility are roughly estimated at \$190,000, with monthly operating costs at \$3,300. (Note that these costs do not include staff wages, benefits, workers' comp, etc.) While MFFs represent a relatively low-cost way to start up new food service uses, restaurant owners and City business leaders have stressed the importance of not undercutting Oxnard's existing commercial and restaurant industry. That segment of the public suggests that to allow MFFs without controls may be considered unfair competition by established traditional brick-and-mortar restaurants, who have already invested heavily in the community. However, with the rising interest in establishing MFFs, this food evolution is taken seriously, as the MFFs offer a popular alternative method by which the Oxnard community and visitors can purchase prepared foods.

The amendment proposed herein serves as a starting point for the Planning Commission, and ultimately, the City Council, to determine the degree of flexibility for this alternative food business they are willing to support. Staff reviewed ordinances from cities that directly regulates MFFs through zoning ordinance, or have had success in establishing such guidelines. The proposed ordinance addresses the need for MFFs to locate in appropriate areas, while allowing ample opportunities throughout the city for MFFs to start up these services.

- b) Summary of Other Cities' Requirements:** Although popular, the food truck evolution is no longer a new phenomenon. Some jurisdictions have already made adjustments to their ordinances and permit procedures to accommodate this type of use – others have not yet delved into this matter, or are still considering the available options. There are a number of similarities amongst the cities studied by staff, but guidelines for regulating MFFs differ considerably.

While one city specifically prohibits MFFs in commercial zones, most municipalities embrace such uses in commercial and industrial zones. MFFs are consistently excluded from residential areas in the communities staff reviewed.

All cities reviewed require compliance with the County Environmental Health agencies and require a valid city business license or registration for operation of a MFF. Most of the communities surveyed require encroachment permits from their Public Works Department for operation of MFFs on public streets. However, there are significant differences in permitting requirements for operation of MFFs on private property. Some require permits issued by the Police Department, while others require permits issued by the Planning Department. Even those permits issued by the Planning Departments differ, as some require a Temporary Use Permit while some require an Administrative Permit and others require a Special Use Permit (used interchangeably with Conditional Use Permit).

Of the jurisdictions surveyed, the permit fees, due to the dissimilar processes involved, for MFFs range from \$25 to more than \$3,000. The extent of these differences makes it impossible to do a side-by-side comparison of the various standards and permitting requirements of these jurisdictions. However, for those interested, staff has included a summary of the other cities studied in Attachment B of this staff report.

Staff determined that existing sections of the City Code could be efficiently amended to address operation of MFFs in Oxnard. Minor changes to Chapter 8 (Vehicles and Traffic) would be sufficient to manage those MFFs located in public streets. The intent of Chapter 16 (Zoning) generally supports land uses conducted from enclosed buildings. Typically, special use permits are approved pursuant to Section 16-530 et. seq., and such approvals run with the land, which means subsequent property owners or successors would be entitled to the privileges allowed by a special use permit. However, MFFs operating on private property seemed appropriate under Division 15 of Chapter 16 (Temporary Uses). Specifically, Section 16-475 clarifies that "A 'temporary use' is one which occupies a parcel of land for a period of more than one hour within 24-hour period, but less than the maximum time limits set forth herein; [and] does not utilize any permanent structures..."

As proposed, the amendment expands on the standards for MFFs that are consistent among the other cities, and includes particular requirements that support the City of Oxnard's values as identified in the recently adopted 2030 General Plan.

- c) **Synopsis of Proposed Amendment:** The amendment proposes clarifications to Chapters 8 and 16 of the Oxnard City Code. In Chapter 8, the amendment would modify existing regulations for on-street parking. As MFFs are operational vehicles, they may park on the street, in accordance with the Vehicle Code. As such, section 8-47 updates the list of major arterial streets, and revises time, place and manner public safety restrictions consistent with the Vehicle Code.

In Chapter 16, the amendment would allow MFFs to operate on private property in particular zone districts pursuant to a TUP or as an accessory use (depending on the zone) in accordance with specified operating standards. A definition for mobile food facility was added to section 16-10. MFFs were added as new accessory uses to the M-L and M-1 zone. Operating standards are provided in section 16-442, a new Code section. The Temporary Use Permit (TUP) section (Division 15) was updated to include MFFs. Staff also took the opportunity to include some additional clean-up language in the TUP section to clarify existing application of the TUP process (see Attachment A).

- d) **General Plan Consistency:** The proposed ordinance amendment has been determined to be consistent with the General Plan. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-3.1	II	Neighborhood Preservation: protect residential neighborhoods.	As proposed, the placement and operation of MFFs would occur in appropriate areas, consistent with other commercial and food service uses. Such facilities would maintain the integrity of existing commercial environments while preserving residential areas from encroachment of incompatible land uses.
CD-18.1		Attract New Businesses: encourage uses compatible with the community and not detrimental to the existing economy.	
CD-19.2		Complementary Development: complimentary role for continued economic success.	
CD-15.1	II	Quality of Life: maintain and enhance quality of life through better business opportunities.	The proposed amendment provides opportunities for MFFs to become a viable alternative food service models, supporting the entrepreneurial spirit of the operators as small business owners.
CD-16.7		Flexibility in Regulation Implementation: allow updates to regulations to adequately respond to market conditions.	
CD-18.2		Small Business: promote entrepreneurial and small business expansion.	
All others	III	All policies not listed above	Distant or No Applicability to the Proposed Amendment to the Oxnard City Code

6) Planning Commission Considerations:

- a) **Heritage Square Food Truck Event:** Since September 2011, the Oxnard Downtown Management District (ODMD) has sponsored a food truck event on the First Thursday of each month. The monthly event takes place in the Heritage Square parking lot, located on the north side of Eighth Street, between A and B Streets. As the first such event in the City, a Temporary Use Permit (TUP) was issued. Although the TUP allows up to 18 food trucks, typically there have been 10-12 onsite for each event. The MFF vendors advertise gourmet menu offerings, and rotate so as to comply with the requirements of the Ventura County Environmental Health Division. Recently, the event moved to the Elks Lodge, across the street from Heritage Square, on a one-time TUP to clarify some of those regulations enforced by the County. The Heritage Square Food Truck event has been successful in bringing new patrons to Downtown Oxnard, and has been well-received by the community.
- b) **Addition of C-1 Zone as MFF Venue:** There are several MFFs currently operating in the community. They are scattered throughout the city, and almost all offer tacos as their food specialty. These operators indicate the need to be in closer proximity to their customers (i.e. residents) and request the C-1 zone district be considered as an allowable venue. While the C-1 zone is intended to provide convenience shopping and personal services primarily to serve neighborhoods, specialty retail food establishments are permitted, but "drive-in or take-out café or restaurant" uses are specifically prohibited under section 16-124(C). As an outdoor operation, staff has excluded C-1 from the list of allowable zone districts in the proposed amendment, as MFF operations would be contrary to the intent of the Oxnard City Code.
- c) **Timeframe for MFF as Temporary Operation:** The vendors currently operating MFFs in the city have claimed the proposed timeframe of 45 days at one location limits their earning potential - that the requirement to relocate after 45 days would negatively affect their business at their established locations. Related to this is the limitation on the number of TUPs which can be issued for any one location and the requirement for a 30-day rest period between TUPs. The preference of the MFF vendors is for a one year timeframe, which could then be renewed for subsequent years without a 30-day waiting period in-between. Also, they request consideration of an operational period up to 12:00 a.m. (midnight) in order to meet their customers' needs.

The nature of a temporary use is that it is intended to be temporary. As such, the TUP ordinance establishes a 30-day rest period between any TUPs on a particular site. The next higher timeframe established in the City Code for TUPs is 180 days, which is specific to youth, charitable or nonprofit organization projects, or agricultural stands for produce grown on-site. These uses did not seem to be in the same commercial category as the MFF operations, and staff felt the 45-day period was most appropriate for this type of outdoor use.

Although the 45-day limit would require the MFF to find another location, the proposed ordinance would allow each MFF operator to have two valid TUPs at any one time. It is possible for each operator to conduct business year-round. This could be accomplished by moving the MFF every 45 days from one location to another, amongst three separate sites. The restriction would be on the property owner, who could have no more than three such outdoor events in any calendar year. This limitation also safeguards the property from too many outdoor events, which could negatively affect the integrity of the neighborhood.

- 7) Stakeholder Workshop:** On May 8, 2012, Planning Division staff conducted a meeting with several community groups, as well as a number of the MFFs currently operating within the City boundaries. The meeting was well attended, including representatives from various City departments, Ventura County Environmental Health Division, Oxnard Downtown Merchants District, and about 20 MFF operators and their legal representative.

There were a few points that the MFF operators concurred with the proposed amendment. Some limitations on operational standards were acceptable to the operators who attended the workshop meeting. Specifically, this included the restriction on chairs and seating, entertainment, and any requirement consistent with that of the Ventura County Environmental Health Division.

The MFF operators had several concerns with the proposed amendment, as well. The MFF operators indicated the need to be closer to their customers - especially residents - and requested the C1 zone district be considered as an allowable venue. They felt the maximum allotment of 45 days at one location was limiting - they preferred a one year timeframe, which could then be renewed for subsequent years. Also, they did not want to move from their already established locations. As to their operational period, they indicated a need to operate as late as midnight for their customers. For the reasons described in this report, staff was not comfortable making such adjustments to the proposed ordinance.

As originally drafted, the trucks were limited to operating four hours daily for five days. The operators indicated they would need at least five to six hours onsite if the timeframe included set-up and clean-up. They also indicated the five day limitation does not afford an adequate opportunity to conduct the business; their preference was to be allowed to operate seven days a week for more flexibility, so they can choose which days to operate. As a result of the stakeholders meeting, the draft as presented has been adjusted to allow a maximum six hour timeframe, and the number of operational days in a seven-day period has been increased to six.

Staff also presented the proposed MFF ordinance to the City Wide Enhancement Program on May 10, 2012. There were some clarifying questions at this meeting, but no particular requests for further adjustments to the proposed language.

- 8) Appeal Procedure:** The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

- A. Proposed Text Changes to Oxnard City Code in Strike-Through and Underline
- B. Summary of Other Cities Researched
- C. Notice of Exemption
- D. Resolution

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Susan L. Martin, AICP, Planning Manager

DATE: August 16, 2012

SUBJECT: Planning and Zoning Permit No. 12-580-01, (Zone Code Text Amendment), Regulations Concerning Operation of Mobile Food Facilities, Citywide.
[ITEM CONTINUED FROM JUNE 21, 2012 MEETING]

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 12-580-01 for a zone code text amendment, subject to certain findings.
- 2) **Project Description and Applicant:** A proposal to amend portions of the Oxnard City Code to address the operation of mobile food facilities within the city limits. The amendment would be effective throughout the city, and include changes to Chapter 8 (Vehicles and Traffic) and Chapter 16 (Zoning). The Planning Commission's action on this matter is a recommendation to the City Council. Filed by the City of Oxnard, Planning Division, 214 South C Street, Oxnard, CA 93030.
- 3) **Summary of Previous Meeting:** On June 21, 2012, the Planning Commission considered a draft ordinance for the above-referenced subject at a duly noticed public hearing. While some of the text amendment distinguishes traditional lunch trucks and clarifies operations on public rights-of-way, the amendment primarily addresses operation of mobile food facility (MFF) uses on private property. As MFFs are considered temporary outdoor uses, staff presented amendments to the City Code which would allow such MFFs to conduct business with written consent of the property owner, with an approved temporary use permit for a period of 45-days at each approved site, and in compliance with requirements pertaining to location/distance and operational standards.

At that meeting, some food truck operators indicated their general support for the ordinance. However, they requested the Commission consider allowing operation of MFFs between 6:00 p.m. and 12:00 a.m. (midnight) in order to avoid conflicts with existing restaurant operations. The operators also requested consideration for an annual permit, that the proposed 45-day limitation was too restrictive on their earning potential. They also requested closer proximity to residential areas to better serve their customers. It was also suggested the City allow a maximum number of MFF permits so as not to oversaturate the demand for such services.

Members of the public indicated concern with the safety of the food and/or food handlers, with placement of such facilities near residential uses and schools during school hours, and were opposed to allowing such trucks to park in the same location day after day. The Commission was also asked to consider allowing multiple MFFs in special situations, such as school events, and minimize potential conflicts with existing restaurants, and maintain equitability with restaurant operators.

During their deliberations, the Commission concurred with many comments received and directed staff to provide clarification, conduct further investigation, and make additional adjustments to the draft ordinance.

- 4) Clarifications:** At the previous meeting, the Planning Commission inquired about some related functions at Oxnard College, and requested a more detailed comparison of the MFFs and permanent (brick and mortar) restaurants.

- a) Oxnard College Activities:** As an educational institution, Oxnard College has an obligation to provide meals for its student and faculty population. Traditionally, a cafeteria would serve this function, but now commercial fast food establishments and food trucks are more typical. As such, MFFs located on the school campus, if not part of a fund-raising event, are considered part of the educational mission of the college.

Similar inquiries were raised about food service at the Oxnard College Community Market. In 2001, the City issued a special use permit (SUP) for Oxnard College to conduct the outdoor swap meet use for up to 350 vendors, with hours of operation limited between 8:00 a.m. and 3:00 p.m. on Saturday and Sunday only. With respect to food sales, the SUP allows food sales, but prohibits sale of any material or food from pushcarts.

- b) Cost of Doing Business:** Previously, staff acknowledged MFFs as a recognized dining alternative. It was also noted that while MFFs represent a relatively low-cost way to start up new food service uses, restaurant owners and City business leaders have stressed the importance of not undercutting Oxnard's existing commercial and restaurant industry. Allowing MFF uses without controls may be considered unfair competition by established traditional brick-and-mortar restaurants. While there are unknown factors that will affect the estimates provided, staff worked with representatives of the existing Oxnard MFFs, the Oxnard Downtown Management District (ODMD), and consulted with other staff members to complete the following cost comparison data:

Factors	Restaurant (estimate 2,000 SF floor area)			Mobile Food Facility		
	One-Time	Annual	Monthly	One-Time	Annual	Monthly
Location/Lease			40,000			2,050
Improvements	325,000			55,000		
Land Use	2,500			135		

Factors	Restaurant (estimate 2,000 SF floor area)			Mobile Food Facility		
	One-Time	Annual	Monthly	One-Time	Annual	Monthly
Approvals						
EHD Permit-to-Operate		700			470	
Business Tax Certificate	70	350		70	95	
Insurance		1,800			4,800	
Utilities			335			
TOTALS	\$327,570	\$2,850	\$40,335	\$55,205	\$5,365	\$2,050

Leasing of restaurant space in Oxnard varies greatly depending on location and condition of the tenant space, with the general range from \$12 to \$35 per square foot of floor area. For this purpose, staff used the average rate (\$20) to determine a minimum monthly lease rate for a 2,000 square foot restaurant. The MFF cost includes the commissary rental and the rate for leasing the private property on which the MFF is located.

Building & Engineering staff's estimate for restaurant improvements includes equipment, furnishing, and construction permits for build-out of a typical (not high-end) café or restaurant space. The cost of a new food service truck is included in the MFF category. For comparison purposes, these are both included as one-time fees.

A special use permit would only be required if a café or restaurant wanted to serve alcohol at the establishment. Therefore, this is an optional item only. For MFFs, the temporary use permit fee is presently proposed as the appropriate land use permitting process. The fee shown is for two such permits per site.

County Environmental Health Permit fees are provided by representatives of ODMD and the MFF operators.

It is important to note that the City business tax rate varies, based on the reported gross income, but is the same calculation for both restaurants and MFFs. The figures shown are provided by representatives of ODMD and the MFFs. The restaurant amount is for a business grossing about \$270,000 annually. As a cash-only operation, there is some concern that the MFFs may be underreporting their income, and therefore pays less to satisfy their business tax certificate. Additional city taxes would result for restaurants that offer other activities such as entertainment.

Insurance for a restaurant consists primarily of property liability, while a MFF is considered a vehicle. Therefore, the MFF cost is higher in this category.

Brick-and-mortar restaurants will have monthly electricity, gas, water/sewer/trash, wastewater fees. The MFFs will not have these concerns, as they carry generators onboard the vehicles and are self-sufficient in this regard.

5) Further Investigation: The Commissioners requested additional information on the following issues and concerns raised at the previous meeting:

- a) Proximity to Restaurant Uses:** Staff had previously, but internally, identified possible concerns with proximity to existing restaurant uses. However, with no stakeholder input received highlighting such concerns, and at that time, no examples of such limitations identified from other agency regulations, staff did not propose a minimum distance requirement in the previously proposed ordinance.

With Planning Commission's interest and direction to staff, subsequent outreach and evaluations of MFF regulations in other California cities has been conducted. Staff contacted EDCO for assistance in organizing a coordinated effort with area restaurants. As of the printing of the staff report, staff has not received input on any additional restaurant concerns. In an updated summary of MFF regulations by some California cities, staff notes that a few cities have included a minimum proximity to other dining establishments. These vary greatly, from 200 feet (Emeryville) to 1000 feet (Lemore) to "determination by the Community Development Director" (Oakley).

Under the previously proposed ordinance, Planning Commission supported the proposal that MFFs be located at least 500 feet from another MFF. As such, staff recommends that MFFs operating on private property maintain a minimum proximity of 500 feet from any other eating establishment during that establishment's operating hours.

- b) Accident Rates:** To date, there are no statistics specific to accident rates associated with parked MFFs, either on public rights-of-way or on private property.
- c) Limit Number of MFF Permits:** There are significant restrictions proposed which would essentially limit the number of MFFs operating in the city. As proposed, MFFs on private property may not be situated so as to impede line-of-sight, and must maintain the following minimum distance requirements:
- 500 feet from residential use/zone
 - 900 feet from school, day care, or public park
 - 500 feet from any other food serving establishment
 - 500 feet from any other MFF

With MFFs allowed on private property only in certain commercial and industrial zone districts, along with the various location requirements itemized above, staff feels there are adequate rules in place to limit the number of MFFs operating in the city without being overly rigid.

6) Adjustments to Draft Ordinance: Based on input provided by Commissioners and comments received since the meeting on June 21st, the previously proposed ordinance has been adjusted as follows:

- a) **Extend Hours of Operation:** There was general consensus among the Commissioners to extend the permissible hours of MFFs to 11:00 p.m., and until midnight (12:00 a.m.) on Fridays and Saturdays. This adjustment is shown in proposed ordinance section 16-442(B)(6).
 - b) **Proximity to Restaurant Uses:** As stated above, staff recommends that MFFs parked on private property maintain a minimum proximity of 500 feet from any other eating establishment during that establishment's operating hours. This adjustment is shown in proposed ordinance section 16-442(B)(9)(d).
 - c) **Extend TUP Timeframe:** At the Planning Commission's direction, the TUP timeframe for MFFs has been increased, from 45 days to 180 days. The Commission, at the previous meeting, discussed equitability of MFFs and brick-and-mortar restaurants. MFFs are mobile operations, not permanently located business establishments. While MFFs are a popular alternative method by which the Oxnard community and visitors can purchase food items, it should not be at the detriment of permanent food establishments, which have contributed significantly in setting up their business operations. It would be unfair to restaurants to allow MFFs as a long-term solution. The adjustment to 180 days is shown in proposed ordinance section 16-479(A)(5)(c).
 - d) **Remove Fee Waiver:** A comment received on the draft ordinance identifies section 16-478, which states "the nonrefundable [temporary use permit] fee may be waived at the written request of the applicant and upon the approval of the city manager for charitable, youth or nonprofit organization projects." It has been brought to staff's attention that only the City Council has the authority to waive established fees, that this language is contrary to the authority allowed staff. As such, this is considered a clean-up issue.
- 7) **Appeal Procedure:** The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

- A. June 21, 2012 Planning Commission Staff Report w/o Attachments
- B. Proposed Text Changes to Oxnard City Code
- C. Notice of Exemption
- D. Resolution

ATTACHMENT "B"

Proposed Text Changes to Oxnard City Code

As previously presented to Planning Commission on 6/21/2012,
Deletions shown in ~~strike-through~~; Additions shown in underline;

Includes most current adjustments, shown in yellow highlight,
Additions since 6/21/2012 also shown in *italics*.

SEC. 8-47. TIME AND PLACE RESTRICTIONS ON VENDING FROM VEHICLES, WAGONS AND PUSHCARTS.

(A) Except as provided in this section, no person shall stand or park any vehicle or any non-motorized wheeled container, such as a wagon or pushcart, from which merchandise, food or other items are sold or displayed or offered for sale, barter or exchange, on any portion of any street, alley, sidewalk or public property within the city.

~~—(1)— Such vehicles or containers may stand or park only at the request of a bona fide purchaser for a period of time not to exceed ten minutes at any one place; provided, however, that such containers may not stand or park at all in a place described in subsection (A)(3) of this section.~~

~~—(2)— The new place of operation required by subsection (A)(1) of this section shall be a minimum distance of 500 feet from the prior stopping place;~~

~~(1)(3)~~ No person shall stand, park or operate such vehicle or containers within or from the following locations:

(a) The public right-of-way on C Street, Channel Islands Boulevard, Camino Del Sol, Del Norte Boulevard, Fifth Street, Gonzales Road, Harbor Boulevard, Hueneme Road, Oxnard Boulevard, Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road, Victoria Avenue, Vineyard Avenue, E Street, Ventura Road, Channel Islands Boulevard, Oxnard Boulevard or Saviers Wooley Road;

(b) ~~or~~ The public right-of-way within 100 feet of any intersection, or within 50 feet of any driveway or of another such vehicle or container standing or parked on the public right-of-way.

~~(2)(4)~~ Every person operating such vehicles or containers shall have in his or her possession a valid business ~~license~~ tax certificate to peddle issued by the city.

~~(3)(5)~~ No person shall stand or park any such vehicle or container within 900 feet of any school or day-care center between 7:00 a.m. and 4:00 p.m.

~~(4)(6)~~ In residential areas, as shown on a map on file with the license collector, no person shall stand or park any such vehicle or container on any day before 9:00 a.m. or sunrise, whichever is later, or after 7:00 p.m. or sunset, whichever is earlier.

~~(5)(7)~~ When standing or parking ~~at the request of a bona fide purchaser, as permitted by subsection (A)(1) of this section,~~ the person operating such vehicle or container shall:

(a) Stop playing music, ringing bells or making other noise that advertises such person's presence or wares; and

- (b) Provide a visible trash receptacle for use by bona fide purchasers.
- (B) The provisions of this section shall not apply to:
 - (1) A person delivering items from a store or other fixed place of business or distribution to a customer pursuant to an order of, or by agreement with, such customer;
 - (2) A person who has obtained a temporary use permit to stand or park such a vehicle on specific public property; or
 - (3) A person who has a written license agreement with the city to stand or park such vehicle on specific public property.

SEC. 16-10. DEFINITIONS.

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

(75) MOBILE FOOD FACILITY – Any vehicle used in conjunction with a commissary or other permanent food facility, as those terms are defined in the California Retail Food Code (Cal. Health and Safety Code sections 113700 et seq.), upon which food is sold or distributed at retail.

DIVISION 13. M-L LIMITED MANUFACTURING ZONE

SEC. 16-190. ACCESSORY USES PERMITTED.

The following accessory uses are permitted in the M-L zone:

- (A) Administrative, executive and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities;
- (B) Cafeterias and mobile food facilities operated in conjunction with permitted uses for the convenience of persons employed on the premises;

DIVISION 14. M-1 LIGHT MANUFACTURING ZONE

SEC. 16-225. ACCESSORY USES PERMITTED.

The following are accessory uses permitted in the light manufacturing zone:

- (A) Dwelling units, limited to one per establishment, for security or maintenance personnel and their families, when located on the premises where such personnel are employed in such capacity. No other residential use shall be permitted;
- (B) Employees' recreation facilities and play areas;

(C) Cafeterias, and mobile food facilities ~~when~~ operated in conjunction with permitted uses, for the convenience of persons employed on the premises;

DIVISION 1. GENERAL REQUIREMENTS

16-319.5. MOBILE FOOD FACILITY AS ACCESSORY USE DURING DEVELOPMENT

Mobile food facilities shall be allowed as an accessory use only in conjunction with development of uses permitted by the applicable zone for the convenience of persons employed in construction of the development. Such accessory use shall be located on or immediately adjacent to the site of the development.

DIVISION 10. OIL DRILLING DISTRICTS. MOBILE FOOD FACILITIES

[RESERVED]

16-442. MOBILE FOOD FACILITY PERMIT AND OPERATING STANDARDS.

(A) The requirements of this section shall not apply to a mobile food facility operating pursuant to a written agreement with the city authorizing that mobile food facility's operations on a particular street or public property.

(B) Unless otherwise permitted by the city code, and except to the extent local regulation is preempted by the California Retail Food Code or California Vehicle Code, mobile food facilities shall adhere to the following permit and operating standards:

(1) A valid temporary use permit, issued in accordance with division 15 of article V of this chapter, is required for each mobile food facility to operate at a particular location.

(2) A mobile food facility operated on city-owned property shall maintain insurance as specified in the temporary use permit.

(3) Prior to approval of a temporary use permit for operation of a mobile food facility at a particular location, the applicant shall submit proof of compliance with all applicable state, federal, and County Environmental Health Division regulations and certifications, and shall maintain compliance with such regulations and certifications for the duration of the temporary use permit authorization period.

(4) Only one mobile food facility may be approved for operation at a particular location at a time. Each mobile food facility may have no more than two approved active temporary use permit locations. Written permission of the property owner stating the terms of use shall be submitted **with the temporary use permit application.**

(5) The location of the commissary serving the mobile food facility in accordance with the California Retail Food Code shall be designated in the temporary use permit application.

(6) Mobile food facilities shall ~~only operate~~ be allowed to remain at permitted locations between the hours of 7:00 a.m. and ~~10:00~~ 11:00 p.m., Sunday through Thursday, and on Friday and Saturday, between the hours of 7:00 a.m. and 12:00 a.m. Parking of a mobile food facility at any location (inclusive of set-up and clean-up times) shall be limited to 6 hours daily for 6 days within any seven-day period. The hours and days of operation shall be stated on the temporary use permit application and may only be modified by the director's approval of a new application setting forth the proposed operating hours.

(7) Liquid waste originating from a mobile food facility shall be disposed of in compliance with all federal, state and local laws, including the provisions of any NPDES permit issued by the State. In no case shall any such waste be discharged or disposed of onsite.

(8) Each mobile food facility shall have the following supporting provisions visibly available and accessible, for the duration of the approved hours of operation:

(a) Adequate number of trash and recycling receptacles, but in no case less than two, to contain the amount of anticipated trash during the authorized operational period. The receptacles shall be set up and removed by the operator, at the beginning and closing of each such period. In-truck hatch receptacles are not sufficient. The operator shall not dispose of or allow disposal of any refuse or waste in any public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such operator.

(b) Restroom facilities in clean working order available for operator and customer use, including operational toilets and hand-washing facilities with hot water, soap, and paper towels. Such restroom shall be located no further than 200 feet from the parked mobile food facility, and shall be available during the mobile food facility hours of operation. If such restroom facilities are not owned, operated, or otherwise provided by the operator, a written agreement by the owner of such facilities, stating the terms of availability of the facilities, shall be a part of the TUP application and approval.

(c) On-site parking for operations conducted on private property. Placement of the mobile food facility on private property shall not reduce the number of parking spaces below that which is required for the existing on-site uses during business hours of the on-site uses.

(d) Adequate lighting to ensure customer safety. Such lighting may be provided on the vehicle, or at the location of the mobile food facility, and shall be provided in accordance with section 16-320 of this code through the authorized operational periods. No such lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on public right-of-way, and must be shielded or otherwise deflected away from adjoining properties.

(e) The mobile food facility shall be entirely self-sufficient in regards to gas, electricity, water, and telecommunications. Should any utility hookups or connections to on-site utilities be required, the operator shall obtain appropriate permits prior to such connections being made and prior to initiation of such use.

(9) A mobile food facilities shall comply with the following location requirements:

(a) Neither the mobile food facility nor any of the required support items, described in subsection (B)(8) of this section, shall obstruct or interfere with the free flow of pedestrian or vehicular traffic, including to or from any business, public building, or residence;

(b) A mobile food facility shall not be located within 500 feet of any property used for residential purposes or within 500 feet of any residential zone districts;

(c) A mobile food facility shall not be located within 900 feet of the property line of any school, day care facility, or public park;

(d) A mobile food facility shall not be located within 500 feet of the property line of any other food serving establishment during that establishment's operating hours. A food serving establishment is one whose principal use is the preparation of food and/or beverages, including but not limited to a restaurant, fast food restaurant, or café.

(e) A mobile food facility shall not be located within 500 feet of a site for which a TUP has been issued for any other mobile food facility.

(f) A pathway to the vending window must be provided that complies with state and federal requirements for access to public accommodations by persons with disabilities.

(g) A mobile food facility shall be located so that no line-of-sight issues result from such placement and so that all public rights-of-way are not otherwise affected.

(10) No mobile food facility shall use, play or employ any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound where said sound exceeds the exterior sound standards specified in section 7-185 of this code.

(11) No televisions, radios, or other device intended for amusement or entertainment purposes shall be operated in conjunction with a mobile food facility.

(12) No tables, chairs, furniture or other devices to provide patron seating shall be allowed, unless specified in the temporary use permit.

(13) Signs for a mobile food facility shall be limited to those on the vehicle only, and shall otherwise comply with article IX of this code.

DIVISION 15. TEMPORARY USES

SEC. 16-476. PERMITTED.

(A) No uses listed in this section shall be conducted unless a temporary use permit authorizing such a use has been approved. No temporary use shall be permitted to occur within or on public street rights-of-way or public property, including sidewalks, parks and parking lots, unless a temporary use permit has been granted for such uses.

(B) The following temporary uses may be permitted subject to the granting of a temporary use permit in accordance with the provisions of this division:

- (3) C-2, CBD and C-P-D zones -

(d) Mobile food facilities in accordance with section 16-442;

- (4) C-M, M-L, M-1, M-2, M-P-D and BRP zones -

(d) Mobile food facilities in accordance with section 16-442;

SEC. 16-477. PERMIT REQUIRED; PERMIT APPLICATION; ISSUANCE OF PERMIT.

(A) A temporary use permit shall be approved at least seven days prior to the commencement of ~~any~~ the temporary use. An application for a temporary use permit shall be ~~made~~ submitted on an application form secured from the director. ~~Such~~ The application shall ~~require~~ provide the information necessary for review of the application by appropriate city departments, and shall include ~~ing~~ the name, address, telephone number and signature of both the applicant and property owner, and the project location.

SEC. 16-478. FEE.

A nonrefundable fee in the amount set by city council resolution shall be paid upon the filing of an application for a temporary use permit. The nonrefundable fee may be waived at the written request of the applicant and upon the approval of the city manager for charitable, youth or nonprofit organization projects. Temporary uses may be subject to additional fees or taxes imposed pursuant to this code or other applicable regulations.

SEC. 16-479. TIME LIMITS.

(A) The director in conjunction with other affected city departments shall determine the time limitations of temporary uses, which shall not exceed the following maximum time limits for the following uses:

- (4) Forty-five consecutive days:

(a) Christmas tree lots or Halloween pumpkin sales.

(5) One hundred eighty consecutive days, with thirty day extension for climatic hardships:

(c) Mobile food facilities in accordance with section 16-442.

(B) For each time limit category, not including A(3) and A(5), n~~No~~ more than three outdoor events ~~sales~~ shall occur on the same site or at the same facility during a calendar year.

(C) Upon the removal by the applicant of all materials associated with the approved temporary use, the applicant shall, within 24 hours after the TUP clean-up date and time, request

an inspection by the enforcement division which shall make a recommendation to the director regarding the release or other disposition of the bond, cash or other security deposit.

SEC. 16-480. EXPIRATION OF USE; REMOVAL OF MATERIALS; BOND REQUIRED.

(A) All uses permitted by a temporary use permit shall be terminated on or before the expiration date stated upon the permit. All materials or products used in connection with or resulting from the temporary use shall be removed within five days after such expiration date. A bond, cash or other acceptable security in the amount specified by City Council resolution ~~of~~ \$250 to insure removal of all materials, personal property, and structures shall be filed with the director at the time of application for each of the following uses:

- (5) Christmas tree lots or Halloween pumpkin sales.
- (6) Any other temporary use which the Planning Manager determines necessary.

SEC. 16-481. DENIAL OR REVOCATION PERMIT; APPEAL.

If, in the opinion of the director and other affected city departments, a proposed temporary use will be detrimental to the public health, safety and welfare, and the adverse impacts cannot be mitigated, the director shall deny or revoke the permit. The applicant may appeal the ~~denial~~ director's decision in writing. The appeal shall state the grounds for appeal and shall be filed with the city clerk, together with the specified appeal fee, within ten days after the date of the director's decision. Said appeal shall be considered by the Hearing Officer, and the decision of the Hearing Officer shall be final. ~~to the commission as provided in sections 16-530 through 16-533. Said appeal shall be final with the commission. Before an appeal is scheduled for hearing, the applicant shall pay a fee as provided by resolution of the city council.~~

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AMENDMENTS TO CHAPTERS 8 AND 16 OF THE CITY CODE TO ADDRESS THE OPERATION OF MOBILE FOOD FACILITIES WITHIN THE CITY LIMITS AND AMENDING VARIOUS TEMPORARY USE PERMIT REGULATIONS, INCLUDING PERMIT APPEALS. FILED BY THE CITY OF OXNARD, 305 W. THIRD STREET, OXNARD, CA 93030.

WHEREAS, the Oxnard City Code does not currently include provisions for mobile food facilities as a land use; and

WHEREAS, the California Retail Food Code (Cal. Health and Safety Code §§113700 et seq.) establishes local regulatory authority over mobile food facilities and requires mobile food facilities to operate in accordance with the City's zoning ordinance (Cal. Health and Safety Code §113715); and

WHEREAS, section 22455 of the California Vehicle Code authorizes the City to regulate the time, place, and manner of vending from mobile food facilities to protect public safety in the public right-of-way; and

WHEREAS, the City Council acknowledges an increasing interest to establish mobile food facility uses, recognizing that the transitory nature of such uses is unique; and

WHEREAS, the City Council seeks to enact regulations to support placement of mobile food facilities in certain commercial zone districts while maintaining existing quality of life characteristics throughout the City; and

WHEREAS, the mobile food facility regulations protect the public health, safety, welfare, and interests of the residential and business community alike; and

WHEREAS, the City Council supports mobile food facilities as a transitory use that is not intended to operate in a particular location on a permanent basis; and

WHEREAS, mobile food facilities present potential safety hazards in that their size, when parked near intersections and driveways, can obstruct the vision of drivers operating vehicles on, or pedestrians using, the public rights-of-way adjacent to such intersections and driveways, which safety hazards may be reduced by requiring mobile food facilities to park an appropriate distance from intersections or driveways; and

WHEREAS, mobile food facilities present potential safety hazards when parked near intersections and driveways in that their customers queue in the parkway and sidewalk areas of the public right-of-way in a manner that may interfere with the safe operation of such

intersections or driveways, which safety hazards may be reduced by requiring mobile food facilities to park an appropriate distance from intersections or driveways; and

WHEREAS, customers of mobile food facilities parked in the public rights-of-way typically queue in the pedestrian right-of-way while waiting to order food and waiting to receive food orders, and often remain standing in the pedestrian right-of-way to eat food obtained from mobile food facilities, and such congregation of customers interferes with the use of the pedestrian right-of-way for its primary purpose as a pedestrian walkway. The parking of multiple mobile food facilities in close proximity to one another in the public rights-of-way exacerbates such interference and increases the likelihood that pedestrians will not be able to safely travel along the public sidewalk and may be forced to leave the public sidewalk and use a path of travel neither intended, nor safe for pedestrian use. This risk to pedestrian safety can be reduced by requiring mobile food facilities to park an appropriate distance from one another, thereby dispersing customers on the public sidewalk; and

WHEREAS, Sections 15304 and 15305 of the California Code of Regulations exempt the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, on June 21, 2012 the Planning Commission conducted a duly noticed public hearing on the zone text amendment and accepted comments on the matter; and

WHEREAS, on August 16, 2012 the Planning Commission conducted a duly noticed public hearing on the zone text amendment set forth herein, accepted comments and recommended approval to the City Council; and

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2012-17 recommending approval of Planning and Zoning Permit No. 12-580-01; and

WHEREAS, the City Council finds that the proposed zone text amendment is consistent with the goals and policies of the General Plan; and

WHEREAS, on September ___, 2012, the City Council conducted a duly noticed public hearing and received comments and testimony related to the proposed zone text amendments; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Planning and Zoning Permit No. 12-580-01.

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

Part 1. Subsection (A)(3) of section 8-47 of the City Code is hereby amended to read as follows:

“(3) No person shall stand, park or operate such vehicle or container within or from the

following locations:

(a) The public right-of-way on C Street, Channel Islands Boulevard, Camino Del Sol, Del Norte Boulevard, Fifth Street, Gonzales Road, Harbor Boulevard, Hueneme Road, Oxnard Boulevard, Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road, Victoria Avenue, Vineyard Avenue, or Wooley Road;

(b) The public right-of-way within 100 feet of any intersection, or within 50 feet of any driveway or of another vehicle or container standing or parked on the public right-of-way.”

Part 2. Subsection (A)(4) of section 8-47 of the City Code is hereby amended to read as follows:

“(4) Every person operating such vehicles or containers shall have in his or her possession a valid business tax certificate to peddle issued by the city.”

Part 3. Subsection (A)(7) of section 8-47 of the City Code is hereby amended to read as follows:

“(7) When standing or parking, the person operating such vehicle or container shall:”

Part 4. Subsections (A)(1) and (A)(2) of section 8-47 of the City Code are hereby deleted and the remaining subsections shall be renumbered accordingly.

Part 5. Subsection (A) of section 16-10 of the City Code is hereby amended by adding the following definition, which subsection shall be reordered alphabetically and renumbered accordingly:

"MOBILE FOOD FACILITY – Any vehicle used in conjunction with a commissary or other permanent food facility, as those terms are defined in the California Retail Food Code (Cal. Health and Safety Code sections 113700 et seq.), upon which food is sold or distributed at retail."

Part 6. Subsection (B) of section 16-190 of the City Code is hereby amended to read as follows:

"(B) Cafeterias and mobile food facilities operated in conjunction with permitted uses for the convenience of persons employed on the premises;"

Part 7. Subsection (C) of section 16-225 of the City Code is hereby amended to read as follows:

"(C) Cafeterias and mobile food facilities operated in conjunction with permitted uses for the convenience of persons employed on the premises;"

Part 8. Section 16-319.5 is hereby added to the City Code to read as follows:

“16-319.5. MOBILE FOOD FACILITY AS ACCESSORY USE DURING DEVELOPMENT

Mobile food facilities shall be allowed as an accessory use only in conjunction with development of uses permitted by the applicable zone for the convenience of persons employed in construction of the development. Such accessory use shall be located on or immediately adjacent to the site of the development.”

Part 9. The heading of Division 10 of Article V of Chapter 16 of the City Code is hereby amended to read as follows:

“DIVISION 10. MOBILE FOOD FACILITIES”

Part 10. Section 16-442 of the City Code is hereby added under Division 10 of Article V of Chapter 16 to read as follows:

“16-442. MOBILE FOOD FACILITY PERMIT AND OPERATING STANDARDS.

(A) The requirements of this section shall not apply to a mobile food facility operating pursuant to a written agreement with the city authorizing that mobile food facility’s operations on a particular street or public property.

(B) Unless otherwise permitted by the city code, and except to the extent local regulation is preempted by the California Retail Food Code or California Vehicle Code, mobile food facilities shall adhere to the following permit and operating standards:

(1) A valid temporary use permit, issued in accordance with division 15 of article V of this chapter, is required for each mobile food facility to operate at a particular location.

(2) A mobile food facility operated on city-owned property shall maintain insurance as specified in the temporary use permit.

(3) Prior to approval of a temporary use permit for operation of a mobile food facility at a particular location, the applicant shall submit proof of compliance with all applicable state, federal, and County Environmental Health Division regulations and certifications, and shall maintain compliance with such regulations and certifications for the duration of the temporary use permit authorization period.

(4) Only one mobile food facility may be approved for operation at a particular location at a time. Each mobile food facility may have no more than two approved active temporary use permit locations. Written permission of the property owner stating the terms of use shall be submitted with the temporary use permit application.

(5) The location of the commissary serving the mobile food facility in accordance with the California Retail Food Code shall be designated in the temporary use permit application.

(6) Mobile food facilities shall be allowed to remain at permitted locations between the hours of 7:00 a.m. and 11:00 p.m., Sunday through Thursday, and on Friday and Saturday, between the hours of 7:00 a.m. and 12:00 a.m. Parking of a mobile food facility at any location (inclusive of set-up and clean-up times) shall be limited to 6 hours daily for 6 days within any seven-day period. The hours and days of operation shall be stated on the temporary use permit application and may only be modified by the director's approval of a new application setting forth the proposed operating hours.

(7) Liquid waste originating from a mobile food facility shall be disposed of in compliance with all federal, state and local laws, including the provisions of any NPDES permit issued by the State. In no case shall any such waste be discharged or disposed of onsite.

(8) Each mobile food facility shall have the following supporting provisions visibly available and accessible, for the duration of the approved hours of operation:

(a) Adequate number of trash and recycling receptacles, but in no case less than two, to contain the amount of anticipated trash during the authorized operational period. The receptacles shall be set up and removed by the operator, at the beginning and closing of each such period. In-truck hatch receptacles are not sufficient. The operator shall not dispose of or allow disposal of any refuse or waste in any public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such operator.

(b) Restroom facilities in clean working order available for operator and customer use, including operational toilets and hand-washing facilities with hot water, soap, and paper towels. Such restroom shall be located no further than 200 feet from the parked mobile food facility, and shall be available during the mobile food facility hours of operation. If such restroom facilities are not owned, operated, or otherwise provided by the operator, a written agreement by the owner of such facilities, stating the terms of availability of the facilities, shall be a part of the temporary use permit application and approval.

(c) On-site parking for operations conducted on private property. Placement of the mobile food facility on private property shall not reduce the number of parking spaces below that which is required for the existing on-site uses during business hours of the on-site uses.

(d) Adequate lighting to ensure customer safety. Such lighting may be provided on the vehicle, or at the location of the mobile food facility, and shall be provided in accordance with section 16-320 of this code through the authorized operational periods. No such lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on public right-of-way, and must be shielded or otherwise deflected away from adjoining properties.

(e) The mobile food facility shall be entirely self-sufficient in regards to gas, electricity, water, and telecommunications. Should any utility hookups or connections to on-site utilities be required, the operator shall obtain appropriate permits prior to such connections being made and prior to initiation of such use.

(9) A mobile food facilities shall comply with the following location requirements:

(a) Neither the mobile food facility nor any of the required support items, described in subsection (B)(8) of this section, shall obstruct or interfere with the free flow of pedestrian or vehicular traffic, including to or from any business, public building, or residence;

(b) A mobile food facility shall not be located within 500 feet of any property used for residential purposes or within 500 feet of any residential zone districts;

(c) A mobile food facility shall not be located within 900 feet of the property line of any school, day care facility, or public park;

(d) A mobile food facility shall not be located within 500 feet of the property line of any other food serving establishment during that establishment's operating hours. A food serving establishment is one whose principal use is the preparation of food and/or beverages, including but not limited to a restaurant, fast food restaurant, or café.

(e) A mobile food facility shall not be located within 500 feet of a site for which a temporary use permit has been issued for any other mobile food facility.

(f) A pathway to the vending window must be provided that complies with state and federal requirements for access to public accommodations by persons with disabilities.

(g) A mobile food facility shall be located so that no line-of-sight issues result from such placement and so that all public rights-of-way are not otherwise affected.

(10) No mobile food facility shall use, play or employ any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound where said sound exceeds the exterior sound standards specified in section 7-185 of this code.

(11) No televisions, radios, or other device intended for amusement or entertainment purposes shall be operated in conjunction with a mobile food facility.

(12) No tables, chairs, furniture or other devices to provide patron seating shall be allowed, unless specified in the temporary use permit.

(13) Signs for a mobile food facility shall be limited to those on the vehicle only, and shall otherwise comply with article IX of this code."

Part 11. Subsection (B)(3) of section 16-476 of the City Code is hereby amended by adding the following subsection and reordering the subsections alphabetically:

"(d) Mobile food facilities in accordance with section 16-442;"

Part 12. Subsection (B)(4) of section 16-476 of the City Code is hereby amended by adding the following subsection and reordering the subsections alphabetically:

"(d) Mobile food facilities in accordance with section 16-442;"

Part 13. Subsection (A) of section 16-477 of the City Code is hereby amended to read as follows:

"(A) A temporary use permit shall be approved at least seven days prior to the commencement of the temporary use. An application for a temporary use permit shall be submitted on an application form secured from the director. The application shall provide the information necessary for review of the application by appropriate city departments, and shall include the name, address, telephone number and signature of both the applicant and property owner, and the project location."

Part 14. Section 16-478 of the City Code is hereby amended to read as follows:

"SEC. 16-478. FEE.

A nonrefundable fee in the amount set by city council resolution shall be paid upon the filing of an application for a temporary use permit. Temporary uses may be subject to additional fees or taxes imposed pursuant to this code or other applicable regulations."

Part 15. Subsection (A)(4) of section 16-479 of the City Code is hereby amended to read as follows:

"(4) Forty-five consecutive days:

(a) Christmas tree lots or Halloween pumpkin sales."

Part 16. Subsection (A)(6) of section 16-479 of the City Code is hereby renumbered subsection (A)(7) and a new subsection (A)(6) is added to read as follows:

"(6) Three hundred sixty five consecutive days:

(a) Mobile food facilities in accordance with section 16-442."

Part 17. Subsections (B) and (C) of section 16-479 of the City Code are hereby amended to read as follows:

"(B) For each time limit category set forth in subsections A(1), A(2) and A(4), no more than three outdoor events shall occur on the same site or at the same facility during a calendar year.

(C) With the exception of mobile food facilities, no new temporary use permit shall be issued within 30 days from the expiration date of a similar temporary use permit for the same site or facility."

Part 18. Subsection (A) of section 16-480 of the City Code is hereby amended to read as follows:

“(A) All uses permitted by a temporary use permit shall be terminated on or before the expiration date stated upon the permit. All materials or products used in connection with or resulting from the temporary use shall be removed within five days after such expiration date. A bond, cash or other acceptable security in the amount specified by City Council resolution to insure removal of all materials, personal property, and structures shall be filed with the director at the time of application for each of the following uses.”

Part 19. Subsection (A)(5) of section 16-480 of the City Code is hereby amended to read as follows:

“(5) Christmas tree lots or Halloween pumpkin sales.”

Part 20. Subsection (A)(6) of section 16-480 of the City Code is hereby added to read as follows:

“(6) Any other temporary use which the Planning Manager determines necessary.”

Part 21. Subsection (C) of section 16-480 of the City Code is hereby amended to read as follows:

(C) Upon the removal by the applicant of all materials associated with the approved temporary use, the applicant shall, within 24 hours after the temporary use permit clean-up date and time, request an inspection by the enforcement division which shall make a recommendation to the director regarding the release or other disposition of the bond, cash or other security deposit.”

Part 22. Section 16-481 of the City Code is hereby amended to read as follows:

“SEC. 16-481. DENIAL OR REVOCATION; APPEAL.

If, in the opinion of the director and other affected city departments, a proposed or ongoing temporary use will be detrimental to the public health, safety and welfare, and the adverse impacts cannot be mitigated, the director shall deny or revoke the permit. The applicant may appeal the director’s decision in writing. The appeal shall state the grounds for appeal and shall be filed with the city clerk, together with the specified appeal fee, within ten days after the date of the director’s decision. Said appeal shall be considered by the Hearing Officer, and the decision of the Hearing Officer shall be final.”

Part 23. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Part 24. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Ordinance No. ____
Page 9 of 9

Part 25. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on ____, 2012, and finally adopted on ____, 2012, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Meeting Date: 10 / 09 /12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other Appointment Item – 7:30 pm

Prepared By: Martin R. Erickson, Special Assistant to the City Manager *MRE* Agenda Item No. Q-1Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____

DATE: October 2, 2012

TO: City Council

FROM: Karen R. Burnham
Interim City ManagerSUBJECT: Measure "O" Half-Cent Sales Tax Review, Project Discussion, and Consideration
of Additional Appropriations**RECOMMENDATION**

That City Council:

1. Approve Measure O funding for \$2,090,000 for projects identified in the staff report and authorize the City Manager to make the required budget appropriations.
2. Discuss and provide direction for new Measure O project funding options and authorize the City Manager to establish appropriate budgets for the approved projects and programs.

DISCUSSIONBackground

On November 4, 2008, Oxnard voters approved Measure "O" for a ½ cent general purpose sales tax increase to be used to enhance City services. As a general purpose sales tax, Measure O only required a simple majority for passage; however, it achieved 65.1% approval from voters, nearly two-thirds support.

Approximately \$35 million in Measure O funding has been collected since April 1, 2009 (and an additional \$11 million is anticipated this fiscal year), funding various projects consistent with the intent of residents and the City Council's approved priorities for clean, safe, prosperous, and attractive neighborhoods. While the current economic and financial conditions present a challenging situation: on the one hand, reducing spending to balance the budget, and on the other, continuing to enhance services

with Measure O funds, the City Council has consistently honored its commitment to use Measure O revenues as follows:

"To protect, maintain, and **enhance vital city services** including police, fire and emergency response, increasing street paving and sidewalk/pothole repair to improve traffic flow, expanding youth recreation, after-school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading storm water drains, improving senior services, increasing building code compliance, and other general city services".

A key provision is to protect vital City services impacted by the State's actions to reduce revenues owed to the City.

On April 19, 2011 City Council held a Study Session to discuss long-term Measure O funding and conceptually approved a funding allocation based on community input and City Council priorities. This continues to serve as the guiding funding paradigm for Measure O projects based on available funding.

During the first three years of the Measure O program, \$46 million has been approved by City Council. This funded \$17.9 million for Public Safety and Gang Prevention/intervention including Fire Station 8 at College Park, the Public Safety Computer Aided Dispatch and Records Management System (CAD/RMS), 16 police officers to enhance community policing, the City Corp Townkeepers program; \$2.1 million for Recreation, Youth, and Senior Programming; \$14.8 million for Parks and Open Space, including construction of Phase 1C at College Park and design for various other parks; and \$11.3 million for Traffic and Road Improvements, including the Intelligent Traffic System, and improvements to Del Norte Blvd and Tierra Vista Neighborhood. Attachment 1 summarizes City Council approved projects and programs.

On August 23, 2012 the Measure O Citizen Oversight Committee met and reviewed Measure O expenditures. Staff presented a review of Measure O funded street projects approved by City Council that have been completed or are in the process. This brings the total amount of Measure O funding allocated to streets to \$6.2 million.

Current Considerations

At the last Measure O presentation to Council on May 15, 2012, City Council asked staff to return with additional projects for City Council consideration, including specific projects ranging from funding toward the Farm Museum to various other projects. Attachment 2 presents projects for Council consideration based on community needs identified both by staff and Councilmembers. In addition, staff is seeking direction/approval of the use of Measure O for additional projects of interest.

FINANCIAL IMPACT

Since the Measure O ½ cent sales tax became effective in April 2009, nearly \$35 million has been collected and accrued through June 30, 2012 with an additional \$390,000 in interest earnings. A total of \$46 million has been allocated by City Council through FY 2011-12. Annual revenues are estimated to be at least \$11 million.

Attachment #1 – Measure "O" ½ Cent Sales Tax City Council Approved Projects

Attachment #2 – Measure "O" ½ Cent Sales Tax Project and Program Proposals

**Measure "O" 1/2 Cent Sales Tax
City Council Approved Projects**

Title/Description	Prior Years	FY 2012	FY 2013	Total
Public Safety & Gang Prevention/Intervention				
Alliance Safety Blueprint - Youth Development	200,000	-	-	200,000
TAGRS Graffiti Software System	100,000	-	-	100,000
Fire Station Asphalt Replacement (Stn. 1, 2 & 4)	250,000	55,000	-	305,000
City Corps Townkeeper Program	275,000	425,000	550,000	1,250,000
Enhanced Community Policing	2,553,390	-	2,034,000	4,587,390
Fire Station #8 College Park	8,514,000			8,514,000
Police & Fire CAD/RMS	1,800,000	-	800,000	2,600,000
Fire Training Academy	-	-	400,000	400,000
Traffic & Road Improvements				
Alley Reconstruction	500,000	500,000	1,000,000	2,000,000
ITS	3,500,000	-	100,000	3,600,000
Roadway Repair	1,162,000	500,000	500,000	2,162,000
Del Norte Blvd Improvements	-	1,600,000	-	1,600,000
Tierra Vista Neighborhood	-	2,000,000	-	2,000,000
Parks & Open Space				
Campus Park Phase I	380,000	-	-	380,000
Campus Park Phase II	470,000	-	-	470,000
College Park Project - Phase IC	12,726,400	200,000	600,000	13,526,400
Del Sol Park Walking Track	175,000	30,000	5,000	210,000
East Village Park	20,000	-	-	20,000
Sports Park Project	150,000	-	-	150,000
Durley Park Renovations	-	100,000	-	100,000
Recreation, Youth, and Senior Programming				
PAL Youth Services	200,000	-	200,000	400,000
Preschool to You Program Enhancement	170,000	135,000	135,000	440,000
Community Based Organization Contributions	150,000	150,000	150,000	450,000
Community Center Park West - Snack Bar Demolition & Reconstruction	350,000	50,000	5,000	405,000
New Senior Center/Upgrades and Programming			200,000	200,000
Youth Center			100,000	100,000
Oxnard Tennis Center Courts Resurfacing	74,900	-	-	74,900
South Oxnard Center Floor Replacement	61,990	-	-	61,990
Total	33,782,680	5,745,000	6,779,000	46,306,680

**Measure "O" 1/2 Cent Sales Tax
City Council Approved Projects**

Title/Description	Prior Years	FY 2012	FY 2013	Total
Summary				
Public Safety & Gang Prevention/Intervention	13,692,390	480,000	3,784,000	17,956,390
Traffic & Road Improvements	5,162,000	4,600,000	1,600,000	11,362,000
Parks & Open Space	13,921,400	330,000	605,000	14,856,400
Recreation & Youth Programming	1,006,890	335,000	790,000	2,131,890
Total Programs	33,782,680	5,745,000	6,779,000	46,306,680

**Measure "O" 1/2 Cent Sales Tax
Project & Program Proposals**

Title/Description	Capital/Start-up Costs	Annual Costs	Funded	FY 2013 Request
Parks & Open Space				
SW Community Park Parking Lot (Boys & Girls Club)	30,000	-	-	30,000
Durley Park Renovations	825,000	5,000	100,000	725,000
Lemonwood Park Environmental	15,000	-	-	15,000
Recreation, Youth & Senior Programming				
Day at the Park - Special Needs	6,000	12,000	-	10,000
Homework Center at Main Library	-	30,000	-	15,000
Library - WiFi	60,000	2,000	-	60,000
Senior Nutrition Program Enhancement	-	40,000	-	20,000
Mobile Activity Center Services	-	30,000	-	15,000
Public Safety & Gang Prevention/Intervention				
Fire Ladder Truck	1,100,000	-	-	1,100,000
Other Community Improvements				
Farm Museum	50,000	-	-	50,000
Spanish Language Interpretation of Council Meetings	-	60,000	-	50,000
Total Projects/Programs	2,086,000	179,000	100,000	2,090,000

Summary by Program				
Public Safety & Gang Prevention/Intervention	1,100,000	-	-	1,100,000
Recreation, Youth & Senior Programming	66,000	114,000	-	120,000
Parks & Open Space	870,000	5,000	100,000	770,000
Other Community Improvements	50,000	60,000	-	100,000
Total Programs	2,086,000	179,000	100,000	2,090,000



Meeting Date: 10 / 09 / 12

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: Michael Henderson *MA*Agenda Item No. R-1Reviewed By: City Manager *JEP*City Attorney *MA*Finance *JC*

Other (Specify) _____

DATE: September 24, 2012**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager Department *MSA***SUBJECT:** Review of Joint Use Agreement between the City of Oxnard and the Rio School District**RECOMMENDATION**

That City Council receives this report and provides direction to staff regarding the joint use agreement.

DISCUSSION

In 1996 the City of Oxnard entered into the Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the Rio Rosales Elementary School and East Village Park. This agreement was amended in July of 2000 and again in May of 2002. Under the current agreement the City of Oxnard is responsible for the construction of the park and the School District is responsible for all park maintenance. The southern one-half of the park (approximately 3 acres) will be opened to the public at all times and the northern one-half of the park (approximately 3 acres) will be opened to the public when school is not in session. The northern one-half of the park serves as the Rio Rosales Elementary School playground when school is in session. However, the School District, like many school districts across the state, does not have the funding necessary to properly maintain this 6 acre park/school playfield site.

Therefore, in order to move forward with the park construction, operation and maintenance it is recommended that the City enter into a Revised Joint Use Agreement with the Rio School District that would provide a level of park maintenance that allows and encourages community activities for the City's "joint" residents.

A framework for a revised Joint Use Park Agreement is as follows:

1. City agrees to construct the 6 acre park
2. City agrees to maintain the 6 acre park (instead of Rio School District)
3. City agrees to lease, at no cost to Rio School District, the northerly ½ of the 6 acre park to Rio School District to use as a school play field for 55 years, but only as long as the adjacent school site is used as a school

To fairly compensate the City for taking on the obligation to maintain the park:

4. Rio School District (RSD) forgives payment from the City for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School (approximately \$204,000)
5. RSD deeds a 15' strip of land (11,614 sf) between the school site and the park to the City to incorporate into the park
6. RSD will pay for water and utilities at the normal city rates (approximately \$18,000/year)
7. RSD will pay for 50% of the cost to install and repair the fence and gates around the northern ½ of the 3 acre park (approximately \$35,000 for RSD)
8. RSD will lease to the City for 55 years, at no cost to the City, the 1.17 acres of land adjacent to the fire station just northwest of the intersection of Simon Way and Vineyard Avenue
9. RSD agrees to donate the snack bar equipment to the City to use in another park location (approximately \$14,000 value)

If the City of Oxnard has the use of the property at the end of Turnout Lane, the City would no longer need to use the property, approximately 1.4 acres located on River Park Blvd., as the site for the River Park Communities Facility District (CFD) maintenance building. However, this new site is large enough only for the maintenance buildings. There is a site for the City's park offices, the current River Park LLC Information Center, located at the south end of Central Park on Oxnard Boulevard. River Park LLC is interested in working with the City to turn over to the City the Information Center for the City's park offices. Shea Properties has expressed an interest in purchasing the 1.4 acre site on River Park Boulevard from the City. If approved the City could sell the 1.4 acres to Shea Properties, build the maintenance building on the 1.17 acres of land at the end of Turnout Lane, and take over ownership of the River Park Information Center Building at the south end of Central Park for park offices. The River Park CFD would then have a maintenance facility at the end of Turnout Lane and staff offices and public meeting room space at the south end of Central Park.

On Wednesday, September 26, City staff made this presentation to the Parks, Recreation and Community Services Commission. The presentation was favorably received by the Commission and they unanimously voted to forward the commission's recommendation in favor of this new joint use agreement to City Council.

FINANCIAL IMPACT

The full financial impact has yet to be analyzed. The financial impact details will be described in the future report.

- Attachment #1 - First Amendment to First Amended & Restated Joint Use Agreement 2002
2 - First Amended and Restated Joint Use Agreement 2002
3 - Original Agreement

**FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT USE
SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE,
OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE
EAST VILLAGE OF THE NCSP AREA**

**THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT
USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION,
MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL
AND PARK IN THE EAST VILLAGE OF THE NCSP AREA ("Amendment") entered
into effective May 7, 2002 amends THE FIRST AMENDED AND RESTATED JOINT
USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION,
MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL
AND PARK IN THE EAST VILLAGE OF THE NCSP AREA, ("Agreement") entered into
on the 12th day of July, 2000, by and between the City of Oxnard, a municipal corporation,
hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a
political subdivision in the State of California, hereinafter referred to as DISTRICT, (collectively
the "PARTIES"). This Amendment amends various provisions of the Agreement as set forth
herein.**

RECITALS

All capitalized and initially capitalized terms in this Amendment have the same meaning
as the same terms have in the Agreement.

The PARTIES entered into the Agreement to establish recreational facilities which serve
the needs of the general public, CITY and DISTRICT for recreational facilities.

CITY now owns all of lot K, described in the Agreement. The DISTRICT owns all of lot
L, described in the Agreement. Under the Agreement, CITY grants to DISTRICT, a leasehold
interest in all of lot K for the Permanent School Lease Term, on the terms and conditions set
forth in the Agreement. The Permanent School Lease Term has not commenced as of the date of
this Amendment.

DISTRICT has determined that DISTRICT does not require or desire to include the
southern half of lot K as part of the property leased by CITY to the DISTRICT during the
Permanent School Lease Term.

CITY is willing to lease to DISTRICT only the northern one half of lot K during the
Permanent School Lease Term, however, CITY requires that the maintenance obligations of
DISTRICT as set forth in the Agreement continue as stated therein.

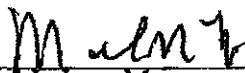
NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

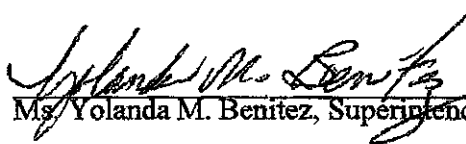
1. Notwithstanding any references or implications to the contrary in the Agreement,
the property leased to DISTRICT by CITY under the Permanent School Lease
shall be the northern half of lot K. The property leased to DISTRICT under the
Permanent School Lease shall not include the southern half of Lot K.

2. At the expiration of the Interim School Lease Term, all right, title, and interest to the southern half of lot K shall revert to and vest in CITY.
3. All references in the Agreement to the PARTIES' use, restrictions on CITY use, and DISTRICT right to use lot K during the Permanent School Lease Term shall be interpreted as pertaining to the northern half of lot K and not to the southern half of lot K.
4. The Tot lot referenced in paragraph 9 of the Agreement shall be constructed on the southern half of lot K.
5. Notwithstanding the provisions of paragraphs 1, 2, and 3 hereinabove, DISTRICT shall retain the responsibility to maintain all of lot K as set forth in the Agreement.
6. Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

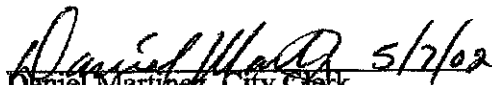
THE CITY OF OXNARD:

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:

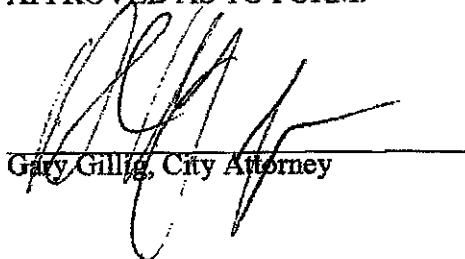

Manuel Lopez, Mayor


Ms. Yolanda M. Benitez, Superintendent

ATTESTATION:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary Gillig, City Attorney

G:\ALAN\CITY\Rio Rosales\02-03-28 First Amendment to JUA.doc

THIS DOCUMENT MUST BE NOTARIZED

FOR NOTARIZATION OF DR. MANUEL M. LOPEZ, MAYOR:

STATE OF CALIFORNIA

)

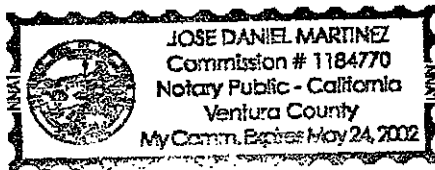
) ss

COUNTY OF VENTURA

)

On this 7th day of May, 2002, before me, the undersigned, a Notary Public in and for the State Of California, with principal office in the County of VENTURA, residing therein, duly commissioned and sworn, personally appeared Dr. Manuel M. Lopez known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



Jose Daniel Martinez
NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

FOR NOTARIZATION OF YOLANDA M. BENITEZ:

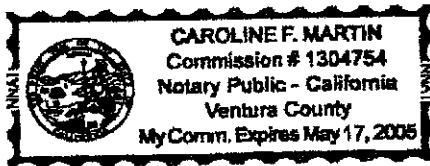
STATE OF CALIFORNIA)

) ss

COUNTY OF VENTURA)

On this 2nd day of May, 2002, before me, the undersigned, a Notary Public in and for the State Of California, with principal office in the County of VENTURA, residing therein, duly commissioned and sworn, personally appeared Yolanda M. Benitez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



Caroline F. Martin
NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

RECORDED AT REQUEST OF
Government Code
Sec. 6103

WHEN RECORDED MAIL TO

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030.

(FOR RECORDER'S USE ONLY)

First Amended and Restated Joint use
School/Park Lease Agreement

Amending Document No.

**FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE
AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE
OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF
THE NCSP AREA**

**THIS FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE
AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE
OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF
THE NCSP AREA, ("Agreement")** is entered into on this 12th day of July, 2000,
by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and
the Rio School District of Ventura County, California, a political subdivision in the State of
California, hereinafter referred to as DISTRICT, (collectively the "PARTIES"). This Agreement
amends, restates various provisions of, and supercedes the original Joint Use School/Park Lease
Agreement entered into on the 18th day of June, 1996.

RECITALS

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the
establishment of recreational facilities which can serve the needs of the general public, CITY and
DISTRICT.

It is economically and socially advantageous to construct, maintain and operate such
facilities on the City-owned site, described further below, adjacent to the Elementary School in
the East Village of the Northeast Community Specific Plan (NCSP) area.

The estimated average life of all improvements to be constructed on said City-owned site
is no greater than the term of this lease.

Development of the East Village of the NCSP Area and of surrounding property has
proceeded earlier than originally anticipated, creating a need for school facilities in the East
Village sooner than originally planned by DISTRICT.

Two developers in the East Village, Centex Homes and Catelus Community Dynamics
Homes (together the "Developers") have been granted an amendment to the NCSP to allow a
higher density of development than that on which the original NCSP School Facility Agreement
was based.

To mitigate this increased density of development, Developers, CITY and DISTRICT
have entered into an Addendum to the NCSP School Facility Agreement (the "Addendum") that
provides for additional mitigation in addition to the fee rate established in the NCSP School
Facility Agreement.

The additional mitigation in the Addendum includes a cash payment by the Developers to
DISTRICT for the construction of an interim school when the cumulative total number of
building permits issued reaches twenty percent (20%) of the cumulative total number of building

permits to be issued for the two Developers' developments pursuant to Developers' final maps (the "Project"), in order to mitigate the impact of early, higher density development of this portion of the NCSP on DISTRICT.

It is to the mutual benefit of CITY and DISTRICT to cooperate in the establishment of interim school and recreational facilities which can serve the needs of the general public, CITY and DISTRICT, as soon as sufficient population has been generated by the surrounding developments to utilize these facilities.

It is economically and socially advantageous to construct, maintain and operate a reduced scale interim school and park/playground facilities on a City-owned site adjacent to the new elementary school site in the East Village of the NCSP area until DISTRICT is able to construct permanent school facilities on the school site and CITY is able to construct permanent park/playground facilities on the City-owned site, rather than transporting students living in these areas to more distant facilities.

DISTRICT and CITY, as of the date of this Agreement, own lots K and L of tract 5136-1 as shown on the map recorded as 137 MR 72 in the Official Records of the County of Ventura, a copy of which is attached hereto as Addendum A. CITY and the DISTRICT presently each own approximately one half of each lot. DISTRICT owns the northerly one half of each lot and CITY owns the southerly one half of each Lot. CITY and DISTRICT have agreed and represented to the Local Agency Formation Commission for the County of Ventura that CITY and DISTRICT will adjust their ownership interests in lots K and L so CITY will own lot K (the westerly lot) and DISTRICT will own lot L (the easterly lot) of tract 5136-1.

NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. **Property.** The real property covered by this Agreement shall consist of that parcel of land, a portion of which is owned by CITY and a portion of which will be acquired pursuant to this Agreement described as lot K on tract map 5136-1 ("lot K"). Lot K is approximately one-half of the property necessary for an elementary school site, as set out in State Education guidelines. The balance of the property necessary for a school site under State Education guidelines is lot L of tract map 5136-1 ("lot L" or the "school site"). Lot K and the school site are described herein as the "Project." Lot K and lot L are each approximately 6.43 gross acres in size. CITY and DISTRICT agree that the actual lot lines of lot K and lot L shall be adjusted within 60 days after approval of this Agreement, whether by lot line adjustment, quitclaim deed or, if the parties cannot otherwise agree, by grant deed, so that DISTRICT will own all of lot L and CITY will own all of lot K. The actual location of the school shall be on lot L.

2. **Term.**

- a. CITY hereby grants to DISTRICT a leasehold interest, on the terms described in this Agreement, in lot K for a term of fifty-five (55) years, or for as long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first (the "Permanent School lease term"). CITY grants DISTRICT an option to renew this lease for an additional lease term of twenty (20) years or for as long as

the adjacent school site is operated by DISTRICT, whichever condition shall expire first. The date of commencement of the Permanent School lease term shall be the date DISTRICT shall occupy the adjacent school site on lot L. DISTRICT will be deemed to have occupied the school site when students begin attending classes at a school constructed on the site. DISTRICT shall file written certification of the date of occupation within thirty (30) days thereof with the City Clerk of CITY. All references to days shall mean calendar days.

- b. CITY hereby grants to DISTRICT a leasehold interest (the "Interim School lease") in the southern one-half (1/2) of lot K ("Interim School lease site") for a term commencing on July 1, 2000, and continuing until the DISTRICT occupies the permanent school site as the term "occupies" is defined in paragraph 2a above, or until September 15, 2003, whichever first occurs (the "Interim School lease term"). The Interim School Lease is for the purpose of allowing DISTRICT to construct and operate a temporary interim school, while a permanent school is being constructed on lot L. DISTRICT shall pay all costs of site grading, preparation, construction, operation, and subsequent dismantling of the interim school and all other improvements constructed by DISTRICT on the Interim School lease site, provided that if any facilities constructed by CITY are incorporated into park improvements, CITY will reimburse DISTRICT for the actual direct cost of those improvements. The Interim School lease site shall be returned to CITY at the end of the Interim School lease term in the same condition in which the site existed immediately prior to the commencement of the Interim School lease term, unless CITY, at the end of the Interim School lease term, agrees in writing to accept the Interim School lease site in a different condition. In addition, DISTRICT shall pay to CITY an amount equal to any increased cost to CITY of designing and constructing park facilities on lot K occasioned by the design and/or construction of such park facilities in phases because of DISTRICT's occupation of the Interim School site.
- c. DISTRICT will dismantle and remove the interim school buildings and site improvements from the Interim School Lease site in phases, as permanent facilities are constructed. As DISTRICT does so, DISTRICT shall offer to CITY to Terminate DISTRICT's Leasehold Interest in those portions of the Interim School lease site no longer needed by DISTRICT, so as to allow the use of such areas for park purposes. CITY will, acting in its sole good faith discretion, determine whether such portions of the Interim School lease site are reasonably suited in size and location for park use and whether CITY is able to then construct park facilities, and if so, will accept termination of the leasehold interest for such portions of the Interim School lease site as are no longer needed by DISTRICT.
- d. Provided DISTRICT is not then in default under the Interim School lease, CITY hereby grants to DISTRICT, for consideration of \$1.00, a leasehold interest (the "Parking lease") in property in the southeast quadrant of the lower one half (1/2) of lot K adjacent to lot L ("Parking lease site") for a term commencing on September 15, 2003, and continuing until DISTRICT has substantially completed construction

of the permanent school facilities on lot L or until September 15, 2005, whichever is earlier. The exact location and size of the Parking lease site will be determined by mutual agreement of DISTRICT and CITY, and the site shall be of a size to accommodate twenty five (25) automobiles.

- e. DISTRICT will construct and dismantle or remove improvements on the Interim School site and will construct permanent facilities on lot L according to the schedule attached hereto as Addendum C.

3. **Consideration.** Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement. In addition, if DISTRICT fails to return the Interim School lease site (with the exception of the Parking lease site) to CITY in the condition provided for in this Agreement on or prior to September 15, 2003, the parties agree that the sum of \$153.00 per day is the fair rental value of the Interim School lease site for purposes of establishing rental amounts and hold over damages under this Agreement.

4. **Use of Property.** Lot K shall be used by DISTRICT and CITY exclusively for the purpose of constructing, maintaining, and operating facilities for public education and for general park and recreation purposes for the use of the general public and for no other purpose.

5. **City Use of Lot K.**

- a. During the Permanent School lease term, CITY shall have exclusive use of the facilities in lot K for general park and recreational purposes to be used by the general public at all such times as are not reserved for DISTRICT use pursuant to paragraph 6, except that DISTRICT shall have a priority for the use of lot K, after making prior arrangements with CITY, for DISTRICT-sponsored events. DISTRICT shall notify CITY of such use as soon as the use of lot K is approved by DISTRICT as set forth in paragraph 7. CITY shall have the right to sponsor and/or coordinate recreational programs using the facilities in lot K during non-school hours for such programs and subject to the provisions of paragraph 11.F and upon giving prior notice to DISTRICT.
- b. During the Interim School lease term, DISTRICT shall have exclusive use of the Interim School lease site, composed of approximately 3.21 acres, on which the interim school facilities are located. CITY, at its option, may elect to utilize the balance of lot K as a portion of the park/playground to be constructed by CITY pursuant to the terms of this Agreement. If so, the provisions of sections 11 and 16 shall apply to all planning and construction and CITY and DISTRICT shall mutually agree to the scheduling of construction. If CITY elects to utilize the balance of lot K as part of a park/playground, the times of use of the park/playground by CITY and DISTRICT shall be governed by the provisions of section 5, subsection a and in section 6, subsection a.
- c. CITY shall have exclusive full time use of the tot lot referenced in paragraph 9.

6. **District Use of Lot K.**

- a. During the Permanent School lease term, DISTRICT shall have exclusive use of lot K and all facilities therein except the tot lot referenced in paragraph 8, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.
- b. As stated above, during the Interim School lease term, DISTRICT shall have exclusive use of the southern one-half of lot K and all facilities therein. Unless and until CITY elects to build park/playground facilities on the balance of lot K or any part thereof, DISTRICT shall have the right to utilize the balance of lot K for interim playground facilities, which DISTRICT may construct and DISTRICT may remove at DISTRICT's sole expense. Such facilities will be removed by DISTRICT upon request by CITY indicating that CITY is ready to commence construction of permanent park/playground facilities. In any event, DISTRICT shall be responsible, during the Interim School lease term, for weed abatement of the remaining portion of lot K in accordance with the requirements of the Oxnard City Code and all other provisions of law.
- c. During the Parking lease term, DISTRICT shall have exclusive use of the Parking lease site, comprised of property sufficient for the parking of twenty five (25) automobiles.

7. **District Approved Procedures.** Any person or organization described in Education Code Section 38130 et seq., the Civic Center Act (the "Act") wanting to use the facilities in lot K for an event as provided in the Act, shall submit an application for a facility-use permit to DISTRICT in compliance with the Act and DISTRICT's Civic Center program. DISTRICT may charge such person fees for use of the facilities in lot K as provided in the Act. DISTRICT shall provide a copy of each approved application for use of the facilities in lot K to CITY within a reasonable time prior to the time of use, if the use is during a time of exclusive CITY use. CITY shall notify DISTRICT as promptly as possible, but at least seven calendar days before the date of any CITY sponsored activity for the same time period which utilizes facilities in lot K. If a civic center permit or DISTRICT-sponsored event and a CITY-sponsored activity for use of the same facilities are both scheduled for the same time period, the use scheduled first shall take priority and the other activity, event, or use may be scheduled for another time or location.

8. **District and City Use of Restroom Facilities Adjacent to Lot K.** During the Permanent School lease term set forth in Section 2, subsection A, DISTRICT shall construct both boys and girls restrooms at an agreed location for use by persons set out in paragraphs 4, 5, and 7 above. CITY shall pay one-half of the cost of design and construction of the restroom facilities.

9. **Tot Lot.** A tot lot shall be planned for and developed on lot K for use during the Permanent School lease term. This tot lot shall be available to the neighborhood residents to be

used as a tot lot or other similar facility during the hours of dawn to dusk.

10. District Responsibilities.

- a. Beginning on the date of commencement of the Permanent School lease term DISTRICT shall maintain lot K in a neat, clean and workmanlike manner. All maintenance and repairs in lot K shall be accomplished by DISTRICT employees or by DISTRICT's contractors or by volunteers or nonprofit organizations directly under the control of DISTRICT. If CITY and/or DISTRICT form or participate in a special district which funds maintenance of recreation or park facilities which include this area, maintenance of these facilities shall be included within that special district. During the Interim School lease term, DISTRICT shall maintain the Interim School lease site in a neat, clean and workmanlike manner. District shall also maintain the remainder of lot K as set forth in paragraph 6.b above.
- b. Except as required by law or set forth in this agreement, DISTRICT shall not lease or sublease lot K or any portion of lot K without CITY's express consent in writing.
- c. DISTRICT shall allow the kindergarten play yard to be used by the neighborhood community at any time thirty (30) minutes after the close of the school day and on all days school is not in session and CITY shall be responsible for public use of open District property during those hours except when DISTRICT is performing maintenance or repair in this area.
- d. DISTRICT shall provide all necessary irrigation water and electricity to operate control clocks for lot K.

11. City Responsibilities.

- a. During the Permanent School lease term, CITY shall construct or cause to be constructed on lot K at CITY's sole cost and expense (except as provided in paragraph 2.b. and 6.b. above) such recreational facilities as are mutually agreed upon between CITY and DISTRICT. Plans and specifications for such facilities and for final grading, paving, and drainage plans for lot K shall be approved by CITY and DISTRICT prior to commencement of construction to ensure compatibility between the school site and lot K. The parties will each pay or reimburse to the party which has made payment fifty percent (50%) of the cost of all off-site improvements necessary for access to and construction of the Project, including, but not limited to, streets, sidewalks, storm drains, water and sewer lines, and any required access roads (the Off-Site Improvements). Reimbursement by DISTRICT to CITY shall occur at the time DISTRICT begins construction of its school facilities, or at such earlier time that DISTRICT has sufficient funds available from fees collected pursuant to the "School Facility Agreement" for the Northeast Community Specific Plan area. If DISTRICT does not build a school on the school site, it shall reimburse CITY at the time of sale or disposition of the

school site. Either party may receive reimbursement from a third party for any of the costs incurred by such party pursuant to this paragraph, and such reimbursements shall not affect this agreement for cost sharing and reimbursement between DISTRICT and CITY.

- b. Cost of construction shall include any hazardous material remediation required to comply with legal requirements for public park use. City shall not be responsible for any additional remediation costs due to the potential use of the site for school purposes. In addition should either DISTRICT or CITY determine, acting reasonably and in good faith that the cost of hazardous material remediation is so great that it is commercially or fiscally impossible to use the property subject to this Agreement for such party's intended purposes, then such party may notify the other of its determination, provide the other party with all information necessary to analyze the determination and the basis for the determination, and cancel this Agreement. The reasonableness and good faith of any determination made under this paragraph are subject to review in any legal proceeding which may be initiated by either party.
- c. CITY shall be responsible for litter collection and removal for events sponsored by CITY.
- d. CITY shall construct a tot lot for young children in lot K during the Permanent School lease term.
- e. CITY shall provide irrigation water to DISTRICT for irrigation of lot K at one-half CITY's normal rate upon commencement of the Permanent School lease term.
- f. If CITY sponsors and/or coordinates a recreational program or other use using lot K, CITY shall coordinate with District and be responsible for authorizing such use and cleanup after such use.

12. **Joint Review.** CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of lot K, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by CITY Manager and DISTRICT Superintendent. CITY and DISTRICT may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to DISTRICT Superintendent and CITY Manager who shall meet together and resolve the matter.

13. **Neighborhood Cooperation and Involvement.** CITY and DISTRICT shall both continually cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility. CITY and DISTRICT shall involve

the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, etc. CITY and DISTRICT shall participate with and attend neighborhood council meetings as requested.

14. **Commencement of Work.** The date of commencement of work referred to in section 11(a) shall be mutually agreed upon by CITY and DISTRICT. CITY shall give DISTRICT sixty (60) days written notice of such commencement of work. Upon completion, of such work, CITY shall furnish DISTRICT with complete "reproducible record" drawings including catalog cuts of equipment, within sixty (60) days of completion.

15. **California Environmental Quality Act Compliance and Annexation to City and Water Districts.** DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of lot K as a joint use school/park. CITY and DISTRICT shall perform all acts necessary to annex the school site and lot K into the City of Oxnard and Callegas and Metropolitan Water Districts. CITY and DISTRICT shall each pay one-half of the cost of compliance by DISTRICT and CITY and annexation, including the cost of any litigation challenging the CEQA compliance and annexation for this project.

16. **Construction Phase.**

- a. Upon notice to CITY, DISTRICT shall have the right to use undeveloped portions of lot K for material storage and stockpiling of top soil and any and all other construction-related property needs during construction of the school, so long as such use does not interfere with or delay park construction. For all of lot K so utilized, DISTRICT shall be responsible for all maintenance and security during the period of use.
- b. CITY and DISTRICT shall each design their respective facilities and shall both coordinate joint planning. CITY shall design the park facilities, subject to DISTRICT approval, which approval shall not be unreasonably withheld. CITY shall advertise, bid and administer construction of the park in conformity with all legal requirements.
- c. DISTRICT may give CITY at least three hundred sixty (360) days notice of the date on which the Permanent School lease term will commence. If the park facilities have not been completed by that date, CITY shall provide a schedule for completion of construction of park facilities within thirty (30) days of the date of the Notice, which schedule shall be subject to mutual agreement by the parties. If CITY fails to provide a schedule to DISTRICT or at any time during the subsequent construction period fails to comply with the schedule, DISTRICT may, at its discretion and with prior notice to CITY, perform any or all of CITY's duties for construction of the park facilities described in this agreement; provided that any CITY obligation to construct park facilities shall arise only if DISTRICT has returned possession of Lot K to CITY. The costs of DISTRICT's performance of

those duties shall be allocated as stated in this agreement.

- d. CITY shall pay all DISTRICT expenses which are to be paid by CITY from Quimby fees and from fees collected from developers of multi-family residential units in the NCSP area as CEQA mitigation measures for increased need for park or recreation space, calculated in the same matter as Quimby fees, as they are collected from development within the NCSP area. DISTRICT shall have first claim for those fees until fully reimbursed.
 - e. If District builds interim park/playground facilities as permitted by paragraph 6.b., District shall pay all costs of construction, security, maintenance and removal of those facilities unless such facilities are incorporated into the permanent park/playground facilities. In that case, CITY shall reimburse DISTRICT for the actual direct cost of facilities that are incorporated into the permanent park/playground.
17. **Costs of Site Acquisition.** The parties agree that each party shall bear one-half of all costs of acquisition of the school site and Lot K, including but not limited to costs for tests, inspections, engineering, legal, fees for annexation to CITY and Callegas and Metropolitan Water Districts which are not allocated on a per-acre basis or borne by seller, and any other related expenses whether incurred by DISTRICT or CITY.
18. **Replacement of Equipment.** CITY and DISTRICT will share equally all replacement costs for capital improvements and equipment on Lot K and school site areas accessible to the public during non-school hours, including but not limited to paving, striping, and landscaping.
19. **General Terms and Conditions.** CITY and DISTRICT hereby agree to the following sixteen general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Improvements.** No improvements shall be installed in Lot K nor shall construction of said improvements commence until plans and specifications for said improvements are reviewed, approved, and signed by both parties. Maintenance standards for the facilities are set forth in Addendum B attached hereto and incorporated herein by this reference. All improvements installed upon Lot K by DISTRICT shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by CITY at termination of the leasehold, and Lot K shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said improvements upon expiration of the Agreement, or any extension thereof, as requested in writing by CITY, CITY may remove, or sell, or destroy the same at DISTRICT's expense.

2. **Barriers.** DISTRICT and CITY agree to the construction of appropriate barriers around the school site perimeter with pedestrian entrances, with one-half (½) the cost of the fence paid by each party to the Agreement.

gate & fences

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3. **Quiet Possession.** DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy Lot K during the time periods assigned to each for the term aforesaid, subject to the terms of this Agreement.
4. **Entry and Inspection.** CITY reserves, and shall always have the right, subject to reasonable notice during DISTRICT's hours of use, to enter upon Lot K for the purpose of viewing and ascertaining the condition thereof.
5. **Assignment.** Neither DISTRICT nor CITY shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.
6. **Compliance with Law.** At its sole cost and expense DISTRICT and CITY shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.
7. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.
8. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.
9. **Administration of Agreement: Notices.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after

mailing in the manner required herein.

10. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 8, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

11. **Indemnity.** CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of CITY, its agents or employees in connection with the performance of this Agreement and the use of Lot K. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of Lot K. CITY shall indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of Lot K during the periods of CITY's possession of Lot K, including the use of Lot K by the general public unless caused by the independent acts of DISTRICT. DISTRICT shall indemnify and defend CITY from and against any and all claims against CITY resulting from the use or occupancy of Lot K during the periods of DISTRICT's possession of Lot K, unless caused by the independent acts of CITY.

12. **Insurance.** DISTRICT represents to CITY that DISTRICT is legally self insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in Lot K or any person acting for DISTRICT or under DISTRICT's control or direction in Lot K. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation to the Finance Director of CITY on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Neither DISTRICT nor CITY shall use or permit the use of Lot K for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Lot K, buildings and appurtenances during DISTRICT's use. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Lot K, its buildings and appurtenances during CITY's use and control, including but not limited to the period during the construction of the facilities and prior to DISTRICT occupancy.

CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in Lot K or any person acting for CITY or under CITY's control or direction in Lot K. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. CITY shall submit proof of self-insurance to DISTRICT on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

13. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

14. **Verbal Agreements.** The Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This contract cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

15. **Severance.** If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

16. **Nondiscrimination.** DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Amendment is executed by the City of Oxnard acting by

and through its Mayor upon approval of the City Council, authorizing such execution, and by the Rio School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

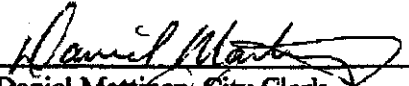
THE CITY OF OXNARD:

 6/27/00
Dr. Manuel M. Lopez, Mayor

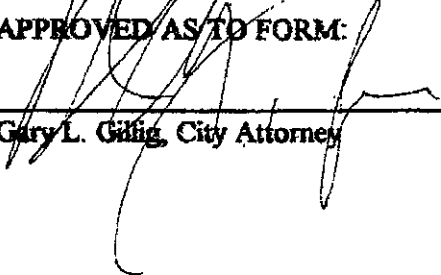
RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:

 7/13/00
Yolanda Benitez, Superintendent

ATTESTATION:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary L. Gilling, City Attorney

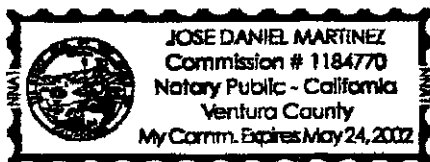
THIS DOCUMENT MUST BE NOTARIZED

FOR NOTARIZATION OF DR. MANUEL M. LOPEZ, MAYOR:

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this 27 day of June, 2000, before me, JOSE DANIEL MARTINEZ the undersigned, a Notary Public in and for the State of California, with principal office in the County of VENTURA, residing therein, duly commissioned and sworn, personally appeared Dr. Manuel M. Lopez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



Jose Daniel Martinez
NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

FOR NOTARIZATION OF YOLANDA BENITEZ

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this 13th day of July, 2000, before me, Lois M. Haag the undersigned, a Notary Public in and for the State of California, with principal office in the County of Ventura, residing therein, duly commissioned and sworn, personally appeared David Lopez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.

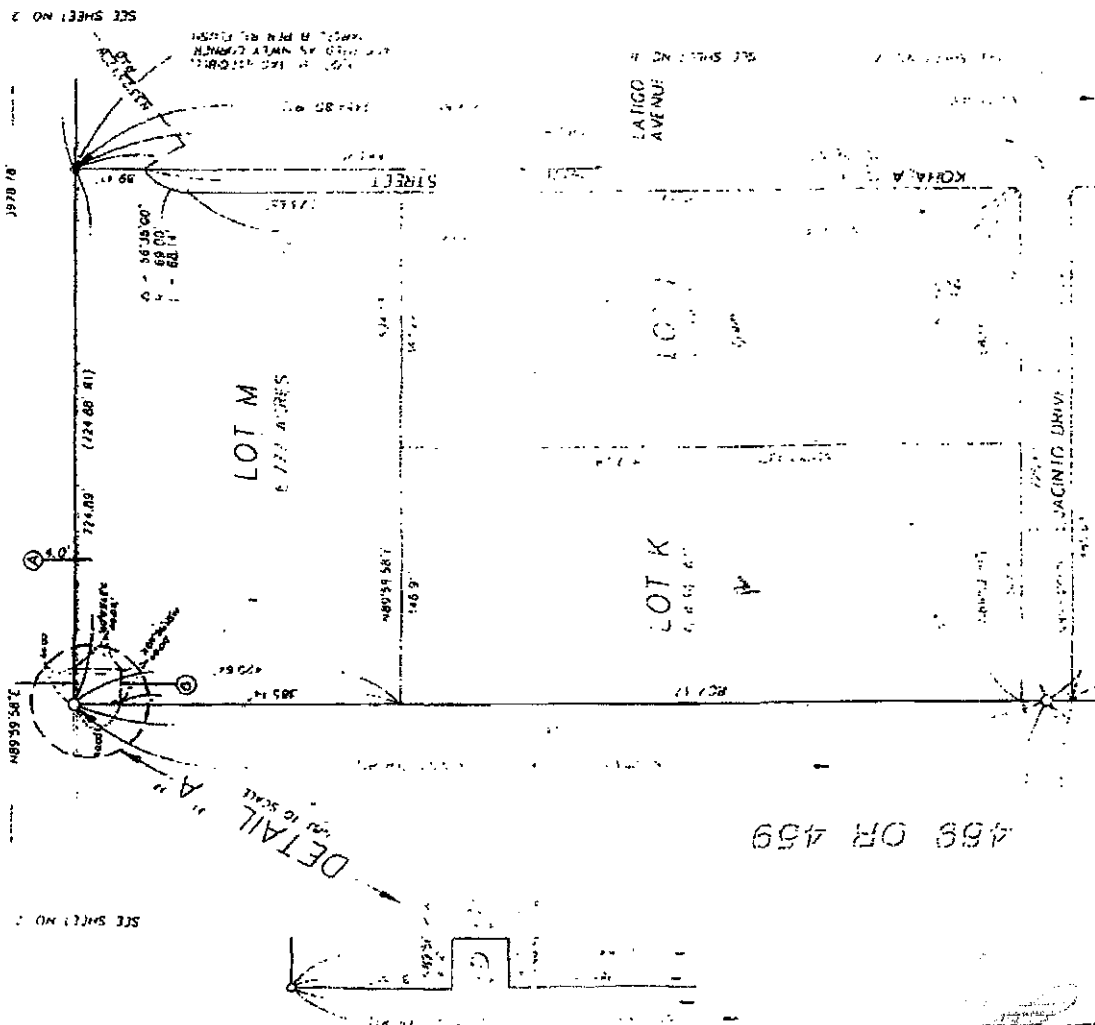


Lois M. Haag

NOTARY PUBLIC
In and for the State of California

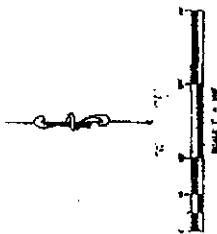
NOTARY SEAL

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF LOS ANGELES
OFFICE OF THE CITY SURVEYOR
2000-0035520-00



ASSESSMENT NOTES :

- (A) A 4.00' EASEMENT OR RIGHT OF WAY PER BOOK 10, PAGE 1115 OF DEEDS.
- (6) EASEMENT IN FAVOR OF RICHARD H. MARKHARDT FOR ACCESS, USE OF AND MAINTENANCE OF WATER WELL PER DOCUMENT NO. 93-088 OF DEEDS OF OFFICIAL RECORDS



TRACT NO. 5136-1

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

BEING A SUBDIVISION OF PARCEL MAP NO 3796, AS SHOWN ON MAP FILED IN BOOK 37, PAGES 544 AND 55 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY CLERK OF SAN JOSE COUNTY.

1999

[illegible]

35-36

CITY OF OXNARD/RIO SCHOOL DISTRICT
LANDSCAPE AND PARK MAINTENANCE SPECIFICATIONS

1. GENERAL CONDITIONS

A. Scope of Work:

Rio School District (District) shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape and park improvements, as illustrated in Exhibit 1, Area I in a safe, attractive and usable condition.

B. Workforce:

District shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personably presentable at all times.

C. Materials:

All materials shall conform to City of Oxnard and/or District specifications. District will meet all Agricultural licensing and reporting requirements.

D. Notice of Defect:

City of Oxnard shall give District 48 hours' notice to correct any problem or defect discovered in the performance of work required under this contract.

E. Interference:

District agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

F. Work Schedules:

The District shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

11. SPECIAL CONDITIONS

A. Litter Control:

All areas of maintenance responsibility including paved parking shall be kept free of all trimmings, grass cuttings and litter, including broken glass or other such debris. All

trimmings, litter and debris shall be removed and disposed off-site at the District's expense. Litter pickup and removal shall be done on a bi weekly basis (twice a week) and shall include sidewalks adjacent to areas of responsibility.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to the Parks and Facilities Superintendent quarterly in January, April, July and October. The City reserves the right to request District to change watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the District.

The District shall be responsible for the maintenance of all irrigation systems and their parts. Included in the system are: backflow prevention devices, electrical irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and manufacturer's installation recommendations unless approved by the Parks and Facilities Superintendent. All other irrigation replacement shall be subject to approval by the Parks and Facilities Superintendent. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. District shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the District's expense. All irrigation controllers shall be turned off during periods of rain by the District, turned on and reprogrammed at the completion of each rainy day as necessary.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (July, September, November, January, March, May). All shrubbery and ground cover shall be fertilized three times a year (October, March, June). Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/ground cover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet.

ATTACHMENT 2

EXHIBIT B

PAGE 19 OF 29

D. Soil Aeration:

The District shall be responsible for soil aeration for all turf grass area two times per year, in October and May. Aeration shall be done with a power-driven aerifier using 1/2-inch coring line.

E. Thatch Removal:

The District shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driven Verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the District's expense. The October thatch removal shall precede the October aeration process.

F. Pesticide Application:

The District shall be responsible for the control and elimination of weeds, insects, rodents and diseases affecting all plant material. The District shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner as required by law. District will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. Upon completion of the application, the District shall submit to the Parks and Facilities Superintendent a copy of all pesticide use reports. District shall provide name and license number of personnel spraying chemicals.

G. Weed Control:

All turf grass areas will be kept weed-free and treated for broadleaf weed control twice a year in the fall and spring. All shrub bed and ground cover areas shall be kept in a friable condition and free of weeds either manually or with chemicals.

All curbs and paved walkways and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, will be kept weed free. Herbicides may be used for weed control.

H. Pruning and Edging of Shrubs and Ground covers:

The District shall be responsible for the pruning of all shrubs and ground cover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic. Pruning shall be done according to the natural growth of each individual plant to maintain

proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods. Vines on walls shall be maintained at a height of six inches below top of wall.

I. Mowing and Edging:

The District shall be responsible for mowing and edging all turf grass areas. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Mowing shall normally occur once a week during the growing season to maintain the proper height. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. The District shall be required to pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized.

J. Tree Maintenance:

All pruning work shall conform to the most current standards set forth by either the Western Chapter ISA or National Arborist Association. If conflicts exist between the standards then Western Chapter ISA pruning standards take precedence. See Attachments 2 and 3. Pruning, shaping, structuring, and trimming of trees shall be done once every two years. Any removal of trees must first be approved by the Parks and Facilities Superintendent. No topping of trees will be allowed. Tree trimming shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs.

The District shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The District shall follow the attached tree staking detail (Attachment 1). The District shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is being caused by girdling. The District shall take all precautions necessary to prevent damage to trees by mowers, string trimmers or any other device used to accomplish the maintenance.

K. Landscape Replacement:

Landscape areas which fail to perform well shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and communicated to the Parks and Facilities Superintendent for review and recommendations for replanting.

L. Vandalism, Theft and Graffiti:

The District shall be responsible for repairing acts of vandalism, theft and graffiti, and shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti would include but not be limited to: shrubs, trees, vines, turf, ground covers, all walls and signs, backflow devices, irrigation controllers, remote control vales, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

M. Water and Electrical Costs:

The District shall be responsible for paying all water and electrical costs at the site; except as referenced in the Lease Agreement between City and District.

N. Inspections:

District or representative shall be available to perform regular inspections of the area with the Parks and Facilities Superintendent or his representative. Inspections will occur once per month at an agreed-upon time. Safety inspections shall be performed and recorded per Supplement Number 1 of these specifications.

O. Response and Inquiries:

The District shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. District shall have sufficient staff available to respond to emergencies such as: emergency tree work, water main break, irrigation failure and other emergencies that may occur.

SUPPLEMENT NUMBER 1

FORMAL SAFETY INSPECTIONS

In keeping with the City of Oxnard's concern for safety, comprehensive, formal inspections of all park grounds, structures and fixtures shall be performed routinely to locate safety hazards which might otherwise go undetected during normal inspections or the course of normal maintenance operations. Formal, comprehensive safety inspections shall be performed at least once a month and shall be performed by a responsible District Operations Maintenance employee.

A safety inspection sheet shall be completed by a responsible District Operations Maintenance employee. A thorough visual and mechanical (where moving parts are involved) inspection of all items listed on the inspection sheet shall be made, and any safety hazards shall be noted in writing on the inspection sheet. The sheet shall be signed by a responsible District Operations Maintenance employee.

Whenever possible, hazards discovered shall be eliminated immediately. If a hazard is corrected the same day, it still should be noted on the inspection sheet. The date it was corrected and the employees responsible for the repairs shall be logged on the inspection sheet. If a delay in repair is necessary, the hazard will be noted on the inspection sheet and a note made to explain what tools, personnel and/or supplies are required to make the repairs. Inspection sheets shall be turned into the Parks and Facilities Superintendent at the end of each month. Any items not inspected shall be left blank. Safety hazards which are not eliminated during the initial inspection shall become top priority in terms of scheduling future maintenance operations.

SAFETY STANDARDS

1. No obvious safety hazards shall exist relative to those items listed and checked on the inspection sheet.
2. Wherever possible, safety hazards shall be repaired immediately.
3. Employees performing inspections shall be in possession of the proper repair tools and supplies.
4. Inspection sheets shall include the following legible information:
 - The condition of each item listed and checked.
 - A log of all safety hazards encountered.
 - A repair date and the initials of employees making said repairs for all hazards fixed.
 - A list of tools, supplies and/or personnel required to eliminate those hazards still existing.
 - The signature of a responsible District Operations Maintenance employee responsible for the inspection
 - The initials of other employees (beside those items they inspected).

ATTACHMENT 2

EXHIBIT B

PAGE 23 OF 29

FORMAL, COMPREHENSIVE SAFETY INSPECTION CHECKLIST

PLAYGROUNDS

Swings

- Check all chains, S-hooks, swing hangers and clevis assemblies. Replace worn parts.
- Close all S-hooks with pliers.
- Test for free movement of swing hanger and other moving parts.
- Replace slashed seats.
- Add grease to tire swing assembly if necessary.
- Check wooden beams for structure weakness (large cracks, etc.).

Slides

- Check ladder.
- Check to be sure the bedway exit is parallel to the ground.
- Examine bedway, bedrails, and handrails for foreign objects, holes and rough edges.

Whirls

- Check for surface wear on whirl bases.
- Check for worn bearings.
- Check for broken seats.
- Check axis of see-saws for pinch or crush points.

Climbers

- Check to be sure all fittings are tight and that bars and pipes do not move.
- Check to see if cracks in wood need silicone caulking. Check for splinters.

General

- Check for protruding bolts, nuts, etc.
- Check for bent, broken, or severely worn pipe and sharp edges on pipes.
- Check for hard ground surfaces under and around all pieces of equipment.
- Check general sand level (should be within six inches of curbing top - should provide adequate base beneath all equipment).
- Check for proper burial of all concrete footings (none should be exposed).
- Check for hazardous materials in sand (e.g., glass).

ATTACHMENT 2

EXHIBIT B

PAGE 24 OF 29

REMAINDER OF PARK

Sidewalks (Interior and Perimeter)

- Check for crumbling concrete.
- Check for raised concrete due to heaving, roots, etc. (lip must be less than 1-1/2").

Grounds

- Check for hazardous debris or protruding objects (glass, piping).
- Check for hazardous fluctuations in ground level (holes or mounds).

Sprinklers

- Check for sprinkler level (should not be higher than ground level or more than a few inches below).

Bleachers and Benches

- Check for splintered, cracked or broken wood.
- Check for broken, bent, or severely worn piping (bracing, etc.).
- Check handrails for strength and absence of rough edges.

Lights

- Check for effective operation.

Fencing

- Check for broken, bent or severely worn piping.
- Check for holes.
- Check for jagged or exposed edges.
- Check for sturdiness.

Diamonds - (See Grounds and Sprinklers)

Athletic Courts

- Check surfaces for hazardous debris.
- Check fixtures (backboards, nets, poles, etc.) for safety.

Barbecues

- Check for rough edges.
- Check for broken, bent or severely worn parts.

Trees

- Check for large dead, dying or diseased limbs.
- Check for low hanging limbs.

ATTACHMENT 2
EXHIBIT B
PAGE 26 OF 29

SAFETY INSPECTION SHEET

PARK _____

DATE _____

TOT LOTS	GOOD	BAD	CONDITION IN NEED OF REPAIR	TOOLS ETC NEEDED	DATE CORRECTED	REPAIRED BY
SLIDES						
SWINGS						
WHIRLS						
CLIMBERS						
OTHER						
GENERAL						
REST OF PARK						
SIDEWALKS						
GROUNDS						
SPRINKLERS						
BLEACHERS						
BENCHES						
LIGHTS						
FENCING						
DIAMONDS						
COURTS						
BARBECUES						
PICNIC AREAS						
BUILDINGS						
TREES						

ADDITIONAL NOTES SHOULD BE WRITTEN ON BACK.

REPORTED BY _____

ATTACHMENT 2

EXHIBIT B

PAGE 27 OF 29

Rio Rosales School
Phasing Sequence
Project Nos. 9900-102/105/106
June 22, 2000

	<u>Start</u>	<u>Finish</u>	
Phase IA -	May 2000	Sept 2000	interim school site utility and site improvement design/construction
Phase IB -	May 2000	Sept 2000	interim school building design/building lease, delivery and installation
Phase IC -	May 2000	Sept 2000	interim school order, deliver and installation of school furnishings
Phase II -	Oct 2000 June 2001	Aug 2001 Mar 2002	design of permanent school plan check/advertise
Phase III -	June 2000	June 2001	school site remediation per DTSC requirements, if necessary (less interim school site)
Phase IV -	May 2002	July 2003	construction of permanent school core buildings, administration, library/media multi-purpose, toilet and kindergarten (buildings A, B, C, D and E)
Phase V -	April 2001	Oct 2001	design of entire park site
Phase VI -	June 2002	Sept 2002	demolition of interim school core buildings - relocation of portable classrooms to school site
Phase VII -	Sept 2002	Dec 2002	interim school site remediation per DTSC requirements, if necessary (except interim on-site staff parking area)
Phase VIII -	May 2002	July 2003	construction of park site, less interim on-site staff parking area
Phase IX -	July 2004	July 2005	construction of permanent classroom and toilet buildings, and elevator tower (Buildings F, G, H, I and J)
Phase X -	July 2005	Aug 2005	upon completion of Phase IX, demolish interim on-site staff parking area
Phase XI -	Aug 2005	Sept 2005	school site remediation per DTSC requirements, if necessary (interim on-site staff parking area)
Phase XII -	Sept 2005	Dec 2005	construction of remaining park site
Phase XIII -	June 2005	Sept 2005	removal of portable classrooms and construction of permanent on-site parking area

RECORDED AT REQUEST OF

Request recording without fee record
for the benefit of the City of Oxnard
Pursuant to Sec. 6103 of Government
Code

WHEN RECORDED MAIL TO

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030

(FOR RECORDER'S USE ONLY)

Joint Use School / Park Lease Agreement for the
acquisition, maintenance, operation and use of the Elementary School.

**JOINT USE SCHOOL/PARK
LEASE AGREEMENT FOR THE ACQUISITION,
MAINTENANCE, OPERATION AND USE OF THE
_____ ELEMENTARY SCHOOL AND _____ PARK**

THIS LEASE AGREEMENT is entered into this 18th day of June, 1996, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT.

RECITALS

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of the general public, the CITY and DISTRICT.

It is economically and socially advantageous to construct, maintain and operate such facilities on the City-owned site adjacent to the _____ Elementary School in the Northeast Community Specific Plan area.

The estimated average life of all improvements to be constructed on said City-owned site is no greater than the term of this lease.

NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. **Property.** The real property covered by this Agreement shall consist of that parcel of land to be acquired by CITY described as Area 1 (City-owned joint use site) in Addendum A as parcel C, and shown on Addendum B, attached hereto and incorporated herein by reference. Such parcel is approximately one-half of the property necessary for an elementary school site, as set out in State Education guidelines, and is hereinafter referred to as "Area 1." The balance of the school site is described in Addendum C and shown on Addendum B as parcel B, (the "school site"). Area 1 and the school site compose the "Project." The CITY owned property described in Addendum A and shown by Addendum B and the DISTRICT owned property described in Addendum C and shown in Addendum B are each approximately 7 gross acres in size. The two parcels have been divided and set out as described in Addendums A and C to show ownership only. When the final design of the joint use school and park sites are approved by the CITY and the DISTRICT, the actual lot lines of the two parcels may be adjusted so that the actual location of the school is on DISTRICT owned property and will be in condition to have the school approved by the State of California. The two parcels, after the lot line adjustment, shall remain approximately 7 acres each.

2. **Term.** CITY hereby grants to DISTRICT a leasehold interest in the property described as Area 1 in Addendum A for a term of fifty-five (55) years, or for as long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first. CITY grants DISTRICT an option to renew this lease for an additional lease term of twenty (20) years or for as

long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first. The date of commencement of the lease term shall be the date DISTRICT shall occupy the adjacent school site. DISTRICT will be deemed to have occupied the school site when students begin attending classes at a school constructed on the site. DISTRICT shall file written certification of the date of occupation within thirty (30) days thereof with the City Clerk of the City. All reference to days shall mean calendar days.

3. **Consideration.** Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. **Use of Property.** Area 1 shall be used by DISTRICT and CITY exclusively for the purpose of constructing, maintaining, and operating facilities for public education and for general park and recreation purposes for the use of the general public and for no other purpose.

5. **City Use of Area 1.** CITY shall have exclusive use of the facilities in Area 1 for general park and recreational purposes to be used by the general public at all such times as are not reserved for DISTRICT use pursuant to paragraph 6, except that the District shall have a priority for the use of Area 1 after making prior arrangements with CITY, for District-sponsored events. The District shall coordinate and permit the use of Area 1 by groups and shall notify City of such use as soon as the use of Area 1 is approved by District as set forth in paragraph 7. CITY shall have exclusive full time use of the tot lot referenced in paragraph 9. CITY shall have the right to sponsor and/or coordinate recreational programs using the facilities in Area 1 during non-school hours for such programs and subject to the provisions of paragraph 11.F and upon giving prior notice to District.

6. **District Use of Area 1.** DISTRICT shall have exclusive use of Area 1 and all facilities therein except the tot lot referenced in paragraph 9, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.

7. **District Approved Procedures.** Any person or organization wanting to use the facilities in Area 1 shall submit an application for a facility-use permit to the District in compliance with Education Code Section 40040 et seq., the Civic Center Act (the "Act") and the District's Civic Center program. The District may charge fees for use of the facilities in Area 1 as provided in the Act. The District shall provide a copy of each approved application for use of the facilities in Area 1 to the City within a reasonable time prior to the time of use, if the use is during a time of exclusive City use. The City shall notify the District as promptly as possible, but at least seven calendar days before any City sponsored activity for the same time period utilizes facilities in Area 1. If a civic center permit or District-sponsored event and a City-sponsored activity for use of the same facilities are both scheduled for the same time period, the use scheduled first shall take priority and the other activity, event, or use may be scheduled for another time or location.

8. **District and City Use of Restroom Facilities Adjacent to Area 1.** DISTRICT shall construct both boys and girls restrooms at an agreed upon location for use by

persons set out in paragraphs 4 and 5 above. CITY shall pay one-half of the cost of design and construction of the restrooms.

9. **Tot Lot.** A tot lot shall be planned for and developed on Area 1. This tot lot shall be available to the neighborhood residents to be used as a tot lot or other similar facility during the hours of 7:00 a.m. to dark.

10. **District Responsibilities.**

a. Beginning on the date of commencement of the lease DISTRICT shall maintain Area 1 in a neat, clean and workmanlike manner. All maintenance and repairs in Area 1 shall be accomplished by DISTRICT employees or by DISTRICT's contractors or by volunteers or nonprofit organizations directly under the control of DISTRICT. If CITY and/or DISTRICT form or participate in a special district which funds maintenance of recreation or park facilities which include this area, maintenance of these facilities shall be included within that special district.

b. Except as required by law or set forth in this agreement, DISTRICT shall not lease or sublease Area 1 without CITY's express consent in writing.

c. DISTRICT shall allow the kindergarten play yard to be used by the neighborhood community at any time thirty (30) minutes after the close of the school day and on all days school is not in session and CITY shall be responsible for public use of open District property during those hours except when DISTRICT is performing maintenance or repair in this area.

d. DISTRICT shall provide all necessary irrigation water and electricity to operate control clocks for Area 1.

11. **City Responsibilities.**

a. CITY shall construct or cause to be constructed on Area 1 at CITY's sole cost and expense such recreational facilities as are mutually agreed upon between CITY and DISTRICT, by inclusion in Addendum E, attached hereto. Plans and specifications for such facilities and for final grading, paving, and drainage plans for Area 1 shall be approved by CITY and DISTRICT prior to commencement of construction to ensure compatibility between the school site and Area 1. CITY shall reimburse DISTRICT for fifty percent of the cost of the off-site improvements necessary for access to and construction of the Project, including, but not limited to, streets, sidewalks, stormdrains, water and sewer lines, and any required access roads. Should CITY construct the park facilities before the DISTRICT constructs the school facilities, the DISTRICT shall reimburse CITY for Fifty percent of the costs of the off-site improvements necessary for access to and construction of the park facilities, including, but not limited to, streets, sidewalks, stormdrains, water and sewer lines and any required access roads to serve the joint use school/park site. The reimbursement by the DISTRICT to the CITY shall occur at the time the DISTRICT begins construction of their school facilities, or at such earlier time that the DISTRICT has sufficient funds available from fees collected pursuant to the "School Facility Agreement" for the Northeast Community Specific Plan area. If the District does not build a school on the school site, it shall reimburse the City at the time of sale or disposition of the school site.

b. CITY shall be responsible for litter collection and removal for events sponsored by CITY.

c. CITY shall have exclusive use of and shall fully maintain Area 1 until the date of commencement of the lease term.

d. CITY shall construct a tot lot for young children in Area 1.

e. CITY shall provide irrigation water to DISTRICT for irrigation of Area 1 at one-half the CITY's normal rate upon commencement of the lease term.

f. If CITY sponsors and/or coordinates a recreational program or other use using Area 1, CITY shall coordinate with District and be responsible for authorizing such use and cleanup after such use.

12. **Joint Review.** CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of Area 1, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by the CITY Manager and the DISTRICT Superintendent. CITY and DISTRICT may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the DISTRICT Superintendent and CITY Manager who shall meet together and resolve the matter.

13. **Neighborhood Cooperation and Involvement.** The CITY and DISTRICT shall both continually cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility. CITY and DISTRICT shall involve the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, etc. The CITY and DISTRICT shall participate with and attend neighborhood council meetings as requested.

14. **Commencement of Work.** The date of commencement of work referred to in section 11(a) shall be mutually agreed upon by CITY and DISTRICT. CITY shall give DISTRICT sixty (60) day written notice of such commencement of work. Upon completion, of such work, CITY shall furnish DISTRICT with complete "reproducible record" drawings, including catalog cuts of equipment, within sixty (60) days of completion.

15. **California Environmental Quality Act Compliance and Annexation to City and Water Districts.** DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of Area 1 as a joint use school/park. CITY and DISTRICT shall perform all acts necessary to annex the school

site and Area 1 into the City of Oxnard and Callegas and Metropolitan Water Districts. CITY and DISTRICT shall each pay one-half of the cost of compliance by DISTRICT and CITY and annexation, including the cost of any litigation challenging the CEQA compliance and annexation for this project.

16. Construction Phase.

(a) Upon notice to CITY, DISTRICT shall have the right to use undeveloped portions of Area 1 for material storage and stockpiling of top soil and any and all other construction-related property needs during construction of the school. For all of Area 1 so utilized, DISTRICT shall be responsible for all maintenance and security during the period of use.

(b) CITY and District shall each design their respective facilities and shall both coordinate joint planning by either party giving the other one hundred twenty (120) days written notice of commencement of planning. City shall design the park facilities subject to DISTRICT advice, consultation and approval. CITY shall advertise, bid and administer construction of the park in conformity with all lease requirements. With the exception of District use for construction purposes, between the date of execution hereof by CITY and the date DISTRICT occupies the adjacent school site, CITY shall have the exclusive use of Area 1, and shall be responsible for maintenance and pay 100 percent of the cost of maintaining the property. During this period, CITY shall also perform its obligations under paragraph 11(a) and under the General Terms and Conditions hereof.

(c) DISTRICT may give CITY at least 360-days notice of the date on which the lease term will commence. If the park facilities have not been completed by that date, CITY shall provide a schedule for completion of construction of park facilities within 30 days of the date of the Notice, which schedule shall be subject to mutual agreement by the parties. If CITY fails to provide a schedule to DISTRICT or at any time during the subsequent construction period fails to comply with the schedule, DISTRICT may, at its discretion and with prior notice to CITY, perform any or all of CITY's duties for construction of the park facilities described in this agreement. The costs of District's performance of those duties shall be allocated as stated in this agreement. CITY shall pay all DISTRICT expenses which are to be paid by CITY from Quimby fees as they are collected from development within the NCSP area. District shall have first claim for those fees for such reimbursement until fully reimbursed.

17. Costs of Site Acquisition. The parties agree that each party shall bear one-half of all costs of acquisition of the school site and Area 1, including but not limited to costs for tests, inspections, engineering, legal, fees for annexation to CITY and Callegas and Metropolitan Water Districts which are not allocated on a per-acre basis or borne by seller, and any other related expenses whether incurred by DISTRICT or CITY.

18. Replacement of Equipment. CITY and DISTRICT will share equally all replacement costs for capital improvements and equipment on Area 1 and school site areas accessible to the public during nonschool hours, including but not limited to paving, striping, and landscaping.

19. **General Terms and Conditions.** CITY and DISTRICT hereby agree to the following sixteen (16) general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Improvements.** No improvements shall be installed in Area 1 nor shall construction of said improvements commence until plans and specifications for said improvements are reviewed, approved, and signed by both parties. Maintenance standards for the facilities are set forth in Addendum F attached hereto and incorporated herein by this reference. All improvements installed upon Area 1 by DISTRICT shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by CITY at termination of the leasehold, and Area 1 shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said improvements upon expiration of the Agreement, or any extension thereof, as requested in writing by CITY, CITY may remove, or sell, or destroy the same at DISTRICT's expense.

2. **Barriers.** DISTRICT and CITY agree to the construction of appropriate barriers around the school site perimeter with pedestrian entrances, with one-half (1/2) the cost of any barrier paid by each party to the Agreement.

3. **Quiet Possession.** DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy Area 1 during the time periods assigned to each for the term aforesaid, subject to the terms of this Agreement.

4. **Entry and Inspection.** CITY reserves, and shall always have the right, subject to reasonable notice during DISTRICT's hours of use, to enter upon Area 1 for the purpose of viewing and ascertaining the condition thereof.

5. **Assignment.** Neither DISTRICT nor CITY shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

6. **Compliance with Law.** At each parties' sole cost and expense DISTRICT and CITY shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

7. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

8. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

9. **Administration of Agreement: Notices.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

10. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 8, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

11. **Indemnity.** CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of Area 1. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of Area 1. CITY shall indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of Area 1 during the periods of CITY's possession of Area 1, including the use of Area 1 by the general public unless caused by the independent acts of DISTRICT. DISTRICT shall indemnify and defend CITY from and against any and all claims against CITY resulting from the use

or occupancy of Area 1 during the periods of DISTRICT's possession of Area 1, unless caused by the independent acts of CITY.

12. **Insurance.** DISTRICT represents to CITY that DISTRICT is legally self insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in Area 1 or any person acting for DISTRICT or under DISTRICT's control or direction in Area 1. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation to the Finance Director of the CITY on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Neither DISTRICT nor CITY shall use or permit the use of Area 1 for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Area 1, its buildings and appurtenances during DISTRICT's use. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Area 1, its buildings and appurtenances during CITY's use and control, including but not limited to the period during the construction of the facilities and prior to DISTRICT occupancy.

CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in Area 1 or any person acting for CITY or under CITY's control or direction in Area 1. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. CITY shall submit proof of self-insurance to DISTRICT on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

13. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

14. **Verbal Agreements.** The Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This contract cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

15. **Severance.** If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

16. **Nondiscrimination.** DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

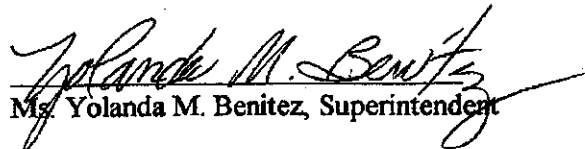
IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard acting by and through its Mayor ^{Pro Tem} upon approval of the City Council, authorizing such execution, and by the Rio School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

THE CITY OF OXNARD:



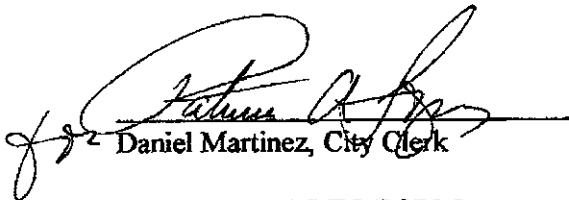
Andres Herrera, Mayor Pro Tem

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:



Ms. Yolanda M. Benitez, Superintendent

ATTESTATION:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

THIS DOCUMENT MUST BE NOTARIZED

FOR NOTARIZATION OF DR. MANUEL M. LOPEZ, MAYOR:

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

See Attached

On this ____ day of _____, 1996, before me,
the undersigned, a Notary Public in and for the State of California, with principal office in the County
of _____, residing therein, duly commissioned and sworn, personally appeared
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day
and year in this Certificate first above written.

NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

FOR NOTARIZATION OF YOLANDA M. BENITEZ:

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this ____ day of _____, 1996, before me,
the undersigned, a Notary Public in and for the State of California, with principal office in the County
of _____, residing therein, duly commissioned and sworn, personally appeared
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their

Page 10 of 11

Contract No. A-5269

signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.

NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

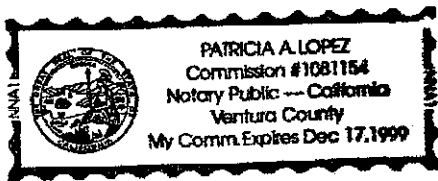
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Date last revised: June 10, 1996

Page 11 of 11
Contract No. A-5269

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
 County of VENTURA
 On June 18, 1996 before me, PATRICIA A. LOPEZ, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared ANDRES HERRERA
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: JOINT USE School/Park Lease Agreement

Document Date: 6-18-96 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: ANDRES HERRERA

- ☐ Individual
- ☐ Corporate Officer
Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☒ Other: Mayor Pro Tem

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

City of Oxnard

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

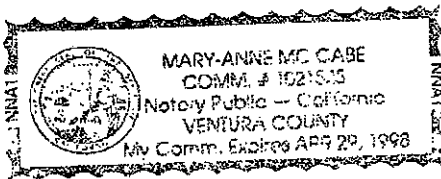
State of California

County of Ventura

On June 27, 1996 — before me, Mary Anne McCabe, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Yolanda M. Benitez
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Mary Anne McCabe
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER: District Superintendent

DESCRIPTION OF ATTACHED DOCUMENT

Park School Agreement
TITLE OR TYPE OF DOCUMENT

11 page agreement
addendum A,B,C,D,E,F

NUMBER OF PAGES

June 18, 1996
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Rio School District
6-26-96 Board Approval

SIGNER(S) OTHER THAN NAMED ABOVE

ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Mary-Anne McCabe

Commission No. 1021525

Date Commission Expires April 29, 1998

Vendor I.D. No. NNA1

Date and Place of Notary Execution June 27, 1996 Ventura County

Date and Place of This Declaration September 4, 2002 Oxnard, CA.

Rowndis A. Hopm
Signature

City of Oxnard.
Firm Name (if any)

REC-91-000008 (7/94)*

LEGAL DESCRIPTION

(City Parcel)

The southerly 420.29 feet of the northerly 1261.36 feet of parcel "A" of Parcel Map No. 3796 as per map recorded in Book 37 of parcel Maps at page 54A in the office of the County Recorder of Ventura County, California.

Containing 7.000 acres, more or less.

TOGETHER WITH the easterly 40.00 feet of said Parcel "A", EXCEPTING THEREFROM the northerly 1261.36 feet. Said 40 foot wide strip being for private access and public utilities purposes.

ADDENDUM "A"

(City Parcel - Area 1)
(Shown as Parcel "C")



LEGAL DESCRIPTION

(District Parcel)

The southerly 420.43 feet of the northerly 841.07 feet of parcel "A" of Parcel Map No. 3796 as per map recorded in Book 37 of Parcel Maps at Page 54A in the office of the county Recorder of Ventura County, California.

Containing 7.000 acres, more or less.

ADDENDUM "C"

(District Parcel)
(Shown as Parcel "B")



D

18 OF 29

ADDENDUM "E"

(To be provided when design
of joint use school/park
is complete)

**CITY OF OXNARD/RIO SCHOOL DISTRICT
LANDSCAPE AND PARK MAINTENANCE SPECIFICATIONS**

1. GENERAL CONDITIONS

A. Scope of Work:

Rio School District (District) shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape and park improvements, as illustrated in Exhibit 1, Area I in a safe, attractive and usable condition.

B. Workforce:

District shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personably presentable at all times.

C. Materials:

All materials shall conform to City of Oxnard and/or District specifications. District will meet all Agricultural licensing and reporting requirements.

D. Notice of Defect:

City of Oxnard shall give District 48 hours' notice to correct any problem or defect discovered in the performance of work required under this contract.

E. Interference:

District agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

F. Work Schedules:

The District shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

11. SPECIAL CONDITIONS

A. Litter Control:

All areas of maintenance responsibility including paved parking shall be kept free of all trimmings, grass cuttings and litter, including broken glass or other such debris. All

trimmings, litter and debris shall be removed and disposed off-site at the District's expense. Litter pickup and removal shall be done on a bi-weekly basis (twice a week) and shall include sidewalks adjacent to areas of responsibility.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to the Parks and Facilities Superintendent quarterly in January, April, July and October. The City reserves the right to request District to change watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the District.

The District shall be responsible for the maintenance of all irrigation systems and their parts. Included in the system are: backflow prevention devices, electrical irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and manufacturer's installation recommendations unless approved by the Parks and Facilities Superintendent. All other irrigation replacement shall be subject to approval by the Parks and Facilities Superintendent. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. District shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the District's expense. All irrigation controllers shall be turned off during periods of rain by the District, turned on and reprogrammed at the completion of each rainy day as necessary.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (July, September, November, January, March, May). All shrubbery and ground cover shall be fertilized three times a year (October, March, June). Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/ground cover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet.

D. Soil Aerification:

The District shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using 1/2-inch coring line.

E. Thatch Removal:

The District shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the District's expense. The October thatch removal shall precede the October aerification process.

F. Pesticide Application:

The District shall be responsible for the control and elimination of weeds, insects, rodents and diseases affecting all plant material. The District shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner as required by law. District will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. Upon completion of the application, the District shall submit to the Parks and Facilities Superintendent a copy of all pesticide use reports. District shall provide name and license number of personnel spraying chemicals.

G. Weed Control:

All turf grass areas will be kept weed-free and treated for broadleaf weed control twice a year in the fall and spring. All shrub bed and ground cover areas shall be kept in a friable condition and free of weeds either manually or with chemicals.

All curbs and paved walkways and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, will be kept weed free. Herbicides may be used for weed control.

H. Pruning and Edging of Shrubs and Ground covers:

The District shall be responsible for the pruning of all shrubs and ground cover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic. Pruning shall be done according to the natural growth of each individual plant to maintain

proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods. Vines on walls shall be maintained at a height of six inches below top of wall.

I. Mowing and Edging:

The District shall be responsible for mowing and edging all turf grass areas. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Mowing shall normally occur once a week during the growing season to maintain the proper height. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. The District shall be required to pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized.

J. Tree Maintenance:

All pruning work shall conform to the most current standards set forth by either the Western Chapter ISA or National Arborist Association. If conflicts exist between the standards then Western Chapter ISA pruning standards take precedence. See Attachments 2 and 3. Pruning, shaping, structuring, and trimming of trees shall be done once every two years. Any removal of trees must first be approved by the Parks and Facilities Superintendent. No topping of trees will be allowed. Tree trimming shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs.

The District shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The District shall follow the attached tree staking detail (Attachment 1). The District shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is being caused by girdling. The District shall take all precautions necessary to prevent damage to trees by mowers, string trimmers or any other device used to accomplish the maintenance.

K. Landscape Replacement:

Landscape areas which fail to perform well shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and communicated to the Parks and Facilities Superintendent for review and recommendations for replanting.

L. Vandalism, Theft and Graffiti:

The District shall be responsible for repairing acts of vandalism, theft and graffiti, and shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti would include but not be limited to: shrubs, trees, vines, turf, ground covers, all walls and signs, backflow devices, irrigation controllers, remote control vales, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

M. Water and Electrical Costs:

The District shall be responsible for paying all water and electrical costs at the site; except as referenced in the Lease Agreement between City and District.

N. Inspections:

District or representative shall be available to perform regular inspections of the area with the Parks and Facilities Superintendent or his representative. Inspections will occur once per month at an agreed-upon time. Safety inspections shall be performed and recorded per Supplement Number 1 of these specifications.

O. Response and Inquiries:

The District shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. District shall have sufficient staff available to respond to emergencies such as: emergency tree work, water main break, irrigation failure and other emergencies that may occur.

SUPPLEMENT NUMBER 1

FORMAL SAFETY INSPECTIONS

In keeping with the City of Oxnard's concern for safety, comprehensive, formal inspections of all park grounds, structures and fixtures shall be performed routinely to locate safety hazards which might otherwise go undetected during normal inspections or the course of normal maintenance operations. Formal, comprehensive safety inspections shall be performed at least once a month and shall be performed by a responsible District Operations Maintenance employee.

A safety inspection sheet shall be completed by a responsible District Operations Maintenance employee. A thorough visual and mechanical (where moving parts are involved) inspection of all items listed on the inspection sheet shall be made, and any safety hazards shall be noted in writing on the inspection sheet. The sheet shall be signed by a responsible District Operations Maintenance employee.

Whenever possible, hazards discovered shall be eliminated immediately. If a hazard is corrected the same day, it still should be noted on the inspection sheet. The date it was corrected and the employees responsible for the repairs shall be logged on the inspection sheet. If a delay in repair is necessary, the hazard will be noted on the inspection sheet and a note made to explain what tools, personnel and/or supplies are required to make the repairs. Inspection sheets shall be turned into the Parks and Facilities Superintendent at the end of each month. Any items not inspected shall be left blank. Safety hazards which are not eliminated during the initial inspection shall become top priority in terms of scheduling future maintenance operations.

SAFETY STANDARDS

1. No obvious safety hazards shall exist relative to those items listed and checked on the inspection sheet.
2. Wherever possible, safety hazards shall be repaired immediately.
3. Employees performing inspections shall be in possession of the proper repair tools and supplies.
4. Inspection sheets shall include the following legible information:
 - The condition of each item listed and checked.
 - A log of all safety hazards encountered.
 - A repair date and the initials of employees making said repairs for all hazards fixed.
 - A list of tools, supplies and/or personnel required to eliminate those hazards still existing.
 - The signature of a responsible District Operations Maintenance employee responsible for the inspection.
 - The initials of other employees (beside those items they inspected).

F-6

Contract No. A-5269

ATTACHMENT

EXHIBIT

PAGE 25 OF 29

FORMAL, COMPREHENSIVE SAFETY INSPECTION CHECKLIST

PLAYGROUNDS

Swings

- Check all chains, S-hooks, swing hangers and clevis assemblies. Replace worn parts.
- Close all S-hooks with pliers.
- Test for free movement of swing hanger and other moving parts.
- Replace slashed seats.
- Add grease to tire swing assembly if necessary.
- Check wooden beams for structure weakness (large cracks, etc.).

Slides

- Check ladder.
- Check to be sure the bedway exit is parallel to the ground.
- Examine bedway, bedrails, and handrails for foreign objects, holes and rough edges.

Whirls

- Check for surface wear on whirl bases.
- Check for worn bearings.
- Check for broken seats.
- Check axis of see-saws for pinch or crush points.

Climbers

- Check to be sure all fittings are tight and that bars and pipes do not move.
- Check to see if cracks in wood need silicone caulking. Check for splinters.

General

- Check for protruding bolts, nuts, etc.
- Check for bent, broken, or severely worn pip and sharp edges on pipes.
- Check for hard ground surfaces under and around all pieces of equipment.
- Check general sand level (should be within six inches of curbing top - should provide adequate base beneath all equipment).
- Check for proper burial of all concrete footings (none should be exposed).
- Check for hazardous materials in sand (e.g., glass).

REMAINDER OF PARK

Sidewalks (Interior and Perimeter)

- Check for crumbling concrete.
- Check for raised concrete due to heaving, roots, etc. (lip must be less than 1-1/2").

Grounds

- Check for hazardous debris or protruding objects (glass, piping).
- Check for hazardous fluctuations in ground level (holes or mounds).

Sprinklers

- Check for sprinkler level (should not be higher than ground level or more than a few inches below).

Beachers and Benches

- Check for splintered, cracked or broken wood.
- Check for broken, bent, or severely worn piping (bracing, etc.).
- Check handrails for strength and absence of rough edges.

Lights

- Check for effective operation.

Fencing

- Check for broken, bent or severely worn piping.
- Check for holes.
- Check for jagged or exposed edges.
- Check for sturdiness.

Diamonds - (See Grounds and Sprinklers)

Athletic Courts

- Check surfaces for hazardous debris.
- Check fixtures (backboards, nets, poles, etc.) for safety.

Barbecues

- Check for rough edges.
- Check for broken, bent or severely worn parts.

Trees

- Check for large dead, dying or diseased limbs.
- Check for low hanging limbs.

F-9

Contract No. A-5269
ATTACHMENT 3

EXHIBIT F

PAGE 28 OF 29

SAFETY INSPECTION SHEET

PARK _____

DATE _____

TOT LOTS	GOOD	BAD	CONDITION IN NEED OF REPAIR	TOOLS, ETC. NEEDED	DATE CORRECTED	REPAIRED BY
SLIDES						
SWINGS						
WHIRLS						
CLIMBERS						
OTHER						
GENERAL						
REST OF PARK						
SIDEWALKS						
GROUND						
SPRINKLERS						
BLEACHERS						
BENCHES						
LIGHTS						
FENCING						
DIAMONDS						
COURTS						
BARBECUES						
PICNIC AREAS						
BUILDINGS						
TREES						

ADDITIONAL NOTES SHOULD BE WRITTEN ON BACK.

REPORTED BY _____

F-10

ATTACHMENT 3
Contract No. A-5269

185

EXHIBIT F

PAGE 29 OF 29