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.

CITY OF OXNARD CALIFORNIA

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
July 9, 2013
5:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency and the Oxnard Financing 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 - 5:00 P.M. (Please see page 5 for a description of closed session items)

J. APPOINTMENT ITEMS - 6:00 P.M.

Finance Department

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
   RECOMMENDATION: Receive a presentation on the FYs 2013-14 & 2014-15 Two Year Operating Budget for the City Council and City Manager's Office.
   Legislative Body: CC Contact: James Cameron Phone: 385-7461

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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.

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS – 6:15 P.M.

Finance Department

1. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Public Hearing and Consideration for Adoption. (003)
RECOMMENDATION: 1) That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2013-14 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority; 2) At the conclusion of the public hearing, at the discretion of City Council, adopt resolutions: (a) approving the City's Fiscal Year 2013-14 Operating and Capital Budgets; (b) authorizing full-time equivalent positions in the City effective July 1, 2013; (c) authorizing the Classification and Salary Schedule effective July 1, 2013; (d) approving the Appropriation Limit for Fiscal Year 2013-14; and (e) approving Financial Management Policies; and 3) At the conclusion of the public hearing, at the discretion of the Commissioners, adopt a resolution approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.
Legislative Body: CC/HA Contact: James Cameron Phone: 385-7461

Development Services Department

2. SUBJECT: Planning and Zoning Permit Nos. 13-620-01 (General Plan Amendment), 13-580-02 (Zone Text Amendment), and 13-570-02 (Zone Change): Request to Amend the All-Affordable Housing Opportunity Program (AAHOP) Section within the 2006-2014 Housing Element and Supplement Part II, Establish the AAHOP and–AH Additive Zone Designation by Uncodified Ordinance, and add the "–AH" Designation to AAHOP-Designated Parcel Zone Designations. (047)
RECOMMENDATION: 1) Adopt a resolution amending Chapter 8 of the 2030 General Plan (PZ 13-620-01); 2) Approve the first reading by title only and subsequent adoption of an ordinance adopting an uncodified ordinance establishing the AAHOP with implementing regulations, and establishing the "–AH" additive zone designation (PZ 13-580-02); and 3) Approve the first reading by title only and subsequent adoption of an ordinance applying the "–AH" additive to AAHOP-designated parcels (PZ 13-570-02).
Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

J. APPOINTMENT ITEMS – 8:00 P.M.

2. SUBJECT: Oxnard Downtown Management District (ODMD) Annual Report – Abel Magana, Executive Director.
RECOMMENDATION: Receive verbal report and provide comments.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

K. REPORTS

Public Works Department

1. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. (A-7593) for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (157)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement for Consulting Services with Gershman, Brickner & Bratton, Inc. (GBB) (A-7593) for an amount not-to-exceed $284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation in the amount of $284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement with GBB.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

L. 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.

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

City Council

1. SUBJECT: Discuss and Determine whether to Include on a Future Agenda Closed Sessions for Performance Evaluations of the Interim City Manager and City Attorney.

2. SUBJECT: Discuss and Determine whether to Include on a Future Agenda Items to Consider Legal Actions Regarding $300 Per Month Supplemental Post-Retirement Benefit and Personal Loan made to Former City Manager in 1998.

City Clerk Department

3. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements. (183)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ventura County Star Newspaper (A-7599) for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7805

N. 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.

O. 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.

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (193)
   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

Development Services Department

2. SUBJECT: Appropriate Funds for the "Victoria Route Transit Stops" Project. (197)
   RECOMMENDATION: 1) Recognize and appropriate the federal Congestion Mitigation and Air Quality Impact Mitigation (CMAQ) grant in the amount of $375,000 to "Victoria Route Transit Stops" Project No. 133108; and 2) Reverse the appropriation of $264,700 from the Transportation Development Act Capital Improvement Project (TDA) Fund for transit stops serving the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard operated by Gold Coast Transit.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

3. SUBJECT: Overweight Vehicle Ordinance. (201)
   RECOMMENDATION: Approve first reading by title only and subsequent adoption of an ordinance adding Division 3 of Article III of Chapter 19 to the Oxnard City Code concerning use of City streets by overweight vehicles.
   Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Finance Department

4. SUBJECT: First Amendment to Agreement with York Risk Services Group – California, Inc. (209)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement with York Risk Services Group – California, Inc. No. (5868-12-FN) for claims adjustment services to increase the contract amount by $180,000 to a total of $360,000 and extend the contract term to June 30, 2014.
Legislative Body: CC Contact: Mike More Phone: 385-7480

Public Works Department

5. SUBJECT: Project Specification PW03-18 Hueneme Road Improvement Project. (229)
RECOMMENDATION: 1) Approve Project Specification No. PW03-18 for the design and construction of road widening and pavement resurfacing, sidewalk, curb and gutter, replacing street name signs, storm drain repair, railroad crossing upgrades, and water main replacement along Hueneme Road from Saviers Road to Arcturus Avenue and to authorize staff to solicit bids; and 2) Approve an appropriation in the amount of $3,805,268 for the construction of the Hueneme Road Improvement Project per the attached Special Budget Appropriation (SBA).
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

6. SUBJECT: Third Amendment to Agreement for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc. (235)
RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment in the amount of $2,307,671 to the Agreement with Republic Services of Oxnard, Inc. (A-7465) for the management and operation of the Del Norte Facility to extend the contract expiration date to January 31, 2014.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

7. SUBJECT: Second Amendment to Agreement for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc. (239)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., (A7517) that provides for the transport of yard trimmings and wood material to one or more processing centers available to receive, compost and market this material and to extend the term six months to January 31, 2014.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**

CC SOCM I, LLC v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA

The City Manager and the City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

T. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

Meeting Date: 7/9/13

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

Prepared By: James Cameron JC Agenda Item No. J-1

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

DATE: June 26, 2013

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

SUBJECT: **Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget**

RECOMMENDATION

That City Council receive a presentation on the FYs 2013-14 & 2014-15 Two Year Operating Budget for the City Council and City Manager's Office.

DISCUSSION

Between February and July of 2013, eleven Council sessions were held as follows:

FY 2012-13 Financial Update	February 26, 2013
Compensation Study Session	March 5, 2013
Golf, PACC, and other Subsidies	April 23, 2013
Parks Development	May 7, 2013
Streets Funding	May 14, 2013
FY 2012 -13 Financial Update and Forecast	May 14, 2013
Measure O ½ Cent Sales Tax	May 21, 2013
Overview and Police Department Presentation	June 11, 2013
Fire Department and Recreation Presentations	June 18, 2013
Public Works	June 25, 2013
Library, General Services, Development Services, Finance	July 9, 2013

These were primarily study sessions with the intent of providing the Council the information they would need in preparation for budget deliberation. These sessions also provided Council with an opportunity to comment on the issues, ask for additional information, and receive public comment.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact.

CITY OF OXNARD CALIFORNIA

Meeting Date: 7 / 9 / 13

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

Prepared By: James Cameron JC Agenda Item No. I-1

Reviewed By: City Manager [illegible] City Attorney SMF Finance JC Other *(Specify)*

DATE: June 27, 2013

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Public Hearing and Consideration for Adoption

RECOMMENDATION

1. That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2013-14 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.

2. At the conclusion of the public hearing, at the discretion of City Council, adopt resolutions: (a) approving the City's Fiscal Year 2013-14 Operating and Capital Budgets; (b) authorizing full-time equivalent positions in the City effective July 1, 2013; (c) authorizing the Classification and Salary Schedule effective July 1, 2013; (d) approving the Appropriation Limit for Fiscal Year 2013-14; and (e) approving Financial Management Policies.

3. At the conclusion of the public hearing, at the discretion of the Commissioners, adopt a resolution approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.

DISCUSSION

Since February of 2013, eleven Council sessions were held as follows:

FY 2012-13 Financial Update	February 26, 2013
Compensation Study Session	March 5, 2013
Golf, PACC, and other Subsidies	April 23, 2013
Parks Development	May 7, 2013
Streets Funding	May 14, 2013
FY 2012 -13 Financial Update and Forecast	May 14, 2013
Measure O ½ Cent Sales Tax	May 21, 2013
Overview and Police Department Presentation	June 11, 2013
Fire Department and Recreation Presentations	June 18, 2013

Public Works Presentation	June 25, 2013
Library, General Services, Development Services, and Finance Presentations	July 2, 2013

These were primarily study sessions with the intent of providing the Council the information they would need in preparation for budget deliberation. These sessions also provided Council with an opportunity to comment on the issues, ask for additional information, and receive public comment. The July 2nd Study Session included discussion of Council directed changes to the Recommended Budget. In addition, the Council received and discussed the Five-Year Capital Improvement Programs on July 2nd, including the funded projects in FYs 2013-14 and 2014-15 which are included in the current recommendations.

The Recommended Budget for FY 2013-14 is $364.7 million, including $108.4 million in the general fund. This budget reflects a continuation of strategies used to balance last year's budget. While this budget is in balance for the governmental type funds, including the General Fund, there are on-going funding issues that require future Council direction regarding the Performing Arts and Convention Center and the Golf Course enterprise funds. In addition, the Federal Affordable Care Act (ACA) is anticipated to increase future costs that are still to be determined.

Several adjustments have been made to the Recommended Budget for FY 2013-14, which was proposed at $339.0 million. The original Recommended Budget did not include the Capital Improvements budget of $26.0 million as it was still under development at that time. In addition, the current recommendation includes a reduction of $0.3 million in Federal Housing Authority funds as approved by Council on June 11, 2013. The FY 2014-15 Budget has been increased by $84.1 million for the Capital Improvement Budget and decreased $0.3 million in the Housing Authority. Adjustments to the Recommended Budgets for both years are summarized in Attachment 1. No changes were made to the General Fund.

The resolutions recommended for approval by the City Council are as follows:

1. Budget Approval Resolution (Attachment 2) The proposed budget resolution for Fiscal Year 2013-14 includes appropriations recommended for approval by Council in the amount of $340,407,555 by funding source and department.

2. Authorized Position Resolution and City Classification and Salary Schedule (Attachments 3 and 4) The Authorized Position Resolution establishes the number of positions (full-time equivalents) authorized by Council in each department. The City Classification and Salary Schedule establishes the type and kind of classification and appropriate salary range for each position.

3. Appropriation Limit for Fiscal Year 2013-14 (Attachment 5) Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change

in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY 2013-2014 is $282,388,942. The City will be substantially below this limit next year: the actual proceeds of taxes subject to this limit for Oxnard total $102,667,657.

4. Financial Management Policies (Attachment 6) The Council initially adopted the Financial Management Policies on February 7, 1989. These policies are reviewed and updated each year to guide staff and the Council in the development and implementation of the budget. There are no changes for Fiscal Year 2013-14.

The Housing Authority has a separate budget resolution (Attachment 7). The proposed Housing Authority budget resolution for Fiscal Year 2013-14 in the amount of $24,328,439 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority.

The Recommended Budget includes the first two years of the Five-Year Capital Improvement Program (Attachment 8). The Capital Improvement Budget for Fiscal Year 2013-14 in the amount of $26,032,159 is incorporated in the resolution approving the City of Oxnard Budget. The Capital Improvement Budget for FY 2014-15 is $84,124,800.

The recommended budget does not include the budget for the Successor Agency to the Community Development Commission as those amounts are approved by the California Department of Finance (DOF) in six month Recognized Obligation Payment Schedules (ROPS). While the ROPS for the period of July to December 2013 has been approved by the DOF, the ROPS for the period of January 2014 to June 2014 have not been prepared for approval by the DOF.

FINANCIAL IMPACT

Approval of the attached resolutions is recommended for the City to continue to provide quality services to the community for the new fiscal year.

Attachment #1 - Summary of Adjustment, FYs 2013-14 & 2014-15 Recommended Appropriations
#2 - Resolution Approving Fiscal Year 2013-14 City Operating and Capital Budgets
#3 - Resolution Authorizing Employee Positions
#4 - Resolution Authorizing Classification and Salary Schedule
#5 - Resolution Establishing Appropriation Limit
#6 - Resolution Establishing Financial Management Policies
#7 - Resolution Approving Housing Authority Budget
#8 - Capital Improvement Plan

Summary of Adjustments
FYs 2013-14 & 2014-15 Recommended Appropriations
($ thousands)

FY 2013-14 Original Recommended Budget		**$ 339,033**
Capital Improvement Budget		
Air Pollution Buydown Fees	$ 180	
CDBG	500	
Quimby Fees	553	
Water Funds	18,625	
Waste Water Funds	5,400	
Information Technology Fund	774	
Total Capital Improvement Budget		26,032
Non-City Funding		
Housing Authority Federal Funding	(330)	
Total Non-City Funding		(330)
FY 2013-14 Revised Recommended Budget		**$ 364,735**
FY 2014-15 Original Recommended Budget		**$ 342,281**
Capital Improvement Budget		
Circulation Improvement System Fees	$ 50	
Water Funds	58,625	
Waste Water Funds	25,450	
Total Capital Improvement Budget		84,125
Non-City Funding		
Housing Authority Federal Funding	(330)	
Total Non-City Funding		(330)
FY 2014-15 Revised Recommended Budget		**$ 426,076**

ATTACHMENT NO. 1
PAGE 1 OF 1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING BUDGET AND CITY CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR 2013-2014

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget and City Capital Improvement Budget for fiscal year 2013-2014 including therein a budget for Community Development Block Grant Funds through June 30, 2013; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

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

1. The City Council has reviewed the proposed Operating Budget and Capital Improvement Budget and the funds included therein for the period of July 1, 2013 through June 30, 2014 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2013-2014 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

GENERAL FUND	FY 2013-2014 Budget
City Attorney	$ 1,383,341
City Clerk	377,390
City Council	343,773
City Manager	1,362,392
Public Information	626,125
City Treasurer	1,188,087
Community Development	1,242,939
Development Services	5,408,799
Finance	3,135,768
Fire	15,126,236
General Services	9,037,209
Housing	193,492
Human Resources	1,008,605
Library	4,275,459
Police	49,612,059
Public Works	970,074
Recreation and Community Services	5,207,622
Subtotal	$ 100,499,370

Non-Departmental	FY 2013-2014 Budget
General Non-Departmental	$ 1,182,214
Gang Prevention	150,000
Designated Reserves & Transfers	1,655,160
General Debt Service	4,554,569
Contribution to Carnegie Museum	404,687
Subtotal	$ 7,946,630

TOTAL GENERAL FUND	$ 108,446,000

INTERNAL SERVICE FUNDS	FY 2013-2014 Budget
Public Liability & Property Damage	$ 2,886,556
Workers' Compensation	5,442,905
Utility Customer	1,544,974
Information Systems	4,712,195
Facilities Services	3,700,168
Equipment Maintenance	8,797,905

TOTAL INTERNAL SERVICE PROGRAMS/FUNDS	$ 27,084,703

SPECIAL FUNDS	FY 2013-2014 Budget
Air Pollution Buydown Fee	$ 348,000
Half-Cent Sales Tax	6,416,642
Public Safety Fund	17,171,515
Waterways Assessment District	578,414
LMD #1 – Summerfield	35,918
LMD #3 – River Ridge	73,914
LMD #4 – Beach Main Col/Hot	107,603
LMD #9 – Strawberry Fields	18,577
LMD #7 & #8 – Northfield Business	92,581
LMD #10 – Country Club	60,981
LMD #11 – St. Tropez	17,834
LMD #12 – Standard Pacific	46,696
LMD #14 – California Cove	35,927
LMD #16 – Lighthouse	22,669
LMD #13 – FD562-Le Village	52,513
LMD #15 – Pelican Pointe	26,884
LMD #17 – San Miguel	28,714
LMD #20 – Volvo & Harbor	6,390
LMD #18 – St. John's Hospital	21,352
LMD #19 – Shopping at Rose	1,045
LMD #21 – Cypress Point	1,045
LMD #22 – McDonald's Median	522
LMD #23 – Greystone	18,860
LMD #24 – Vineyards	60,873

SPECIAL FUNDS	FY 2013-2014 Budget
LMD #25 – The Pointe	74,371
LMD #26 – Albertsons	13,031
LMD #27 – Rose Island	46,749
LMD #28 – Harborside	26,189
LMD #29 – Mercy Charities	1,467
LMD #30 – Haas Automation	17,685
LMD #31 – Rancho De La Rosa	92,582
LMD #32 – Oak Park	9,335
LMD #33 – Rio Del Sol	38,250
LMD #35 – MVS Commercial Center	7,821
LMD #34 – Sunrise Pointe	45,050
LMD #36 – Villa Santa Cruz	77,088
LMD #37 – Pacific Breeze	14,164
LMD #38 – Aldea Del Mar	63,775
LMD #39 – El Sueno/Promesa	104,267
LMD #39 – D.R. Horton	14,800
LMD #40 – Cantada	20,743
LMD #41 – Pacific Cove	54,211
LMD #42 – Cantabria/Coronad	68,548
LMD #43 – Greenbelt (PARCRO)	49,295
LMD #44 – American Pacific Homes	10,304
LMD #45 – Channel Point	3,700
LMD #46 – Daily Ranch	87,417
LMD #47 – Sycamore Place	17,132
LMD #48 – Victoria Estates	67,608
LMD #49 – Cameron Ranch	9,120
LMD #50 – DV Senior Housing	17,380
LMD #51 – Pfeiler	47,919
LMD #52 – Wingfield Homes	37,139
LMD #53 – Huff Court	2,731
LMD #54 – Meadowcrest Villas	12,191
LMD #55 – Wingfield West	21,998
LMD #56 – The Cottages	3,972
LMD #57 – Golden State Self Storage	6,372
LMD #58 – Westwind	20,197
LMD #59 – Orbela	5,711
LMD #60 – Artisan	23,463
CFD #6 – Northshore Maintenance	70,560
CFD #4 – Seabridge Maintenance	1,343,542
CFD #5 – RiverPark Maintenance	4,457,354
CFD #2 – Westport Maintenance	437,943
CFD #1 – Westport	588,238
CFD #3 Seabridge/Mandalay	1,963,425
CFD #88-1 Oxnard Town Center	245,929

SPECIAL FUNDS	FY 2013-2014 Budget
CFD #2000-3 Oxnard Blvd/Highway 101	648,030
AD 96-1 Rose / 101	726,916
AD 2000-1 Oxnard Blvd/Highway 101	182,611
AD 2001-1 Rice / Highway 101	958,106
State Gas Tax Fund	6,634,848
Traffic Safety Fund	321,462
TDA – Local Transportation Fund - 4	711,689
Community Development Block Grant Funds	1,911,055
Federal Law Enforcement Grants	94,816
HUD Federal Grants	1,151,760
Park Fees – Quimby Reserve	553,159
Storm Drain Fee	193,089
Circulation System Improvement Fee	693,332
Capital Growth Fees – Residential	1,501,446
Capital Growth Fees – Non-Residential	407,368
CUPA	810,345
TOTAL SPECIAL FUNDS	$ 53,086,267

ENTERPRISE FUNDS	FY 2013-2014 Budget
Environmental Resources Fund	$ 43,002,562
Water Fund	68,077,272
Wastewater Fund	34,204,113
Golf Course Operation	5,010,253
Performing Arts Center Fund	1,496,385
TOTAL ENTERPRISE FUNDS	$151,790,585
TOTAL ALL FUNDS	$340,407,555
Less: Internal Service Funds/Programs	(27,084,703)
Net Adjusted Appropriations	$313,322,852

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2012-2013 in active Capital Improvement Projects are hereby reappropriated for continued use in fiscal year 2013-2014.

3. To the extent funds are available, any unused appropriations at the end of fiscal year 2012-2013 in active Measure O Half-Cent Sales Tax Projects and/or Programs are hereby reappropriated for continued use in fiscal year 2013-2014.

4. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2012-2013, except for balances reallocated as part of the budget process, are hereby reappropriated for continuing use in fiscal year 2013-2014 and all estimated revenues from such approved grants and

assessment districts projects for 2012-2013 that are not realized by year end are authorized to be continued.

5. To the extent funds are available, all General Fund encumbrances at the close of fiscal year 2012-2013 are carried forward and corresponding appropriations are also carried forward.

6. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2012-2013, not otherwise provided for in City Council budget policies or reappropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2013.

7. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2013-2014 shall contain all revisions made by the City Council prior to final budget adoption.

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1, 2013 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2013-2014 FISCAL YEAR

NOW THEREFORE, the City Council of the City of Oxnard hereby resolves that the following classifications and positions are hereby authorized as provided for in the Operating Budget for fiscal year 2013-2014.

CATEGORY, GROUP, PROGRAM CLASSIFICATION TITLE		HOME PROGRAM FULL-TIME EQUIVALENT POSITIONS
CARNEGIE		
Carnegie Art Museum		
Cultural Arts Supervisor		1
Event Attendant III		1.75
Office Assistant I/II		.75
	Carnegie Art Museum Total	3.50
CITY ATTORNEY		
City Attorney		
Administrative Legal Assistant (C)		1
Administrative Legal Secretary I/II (C)		1
Administrative Legal Secretary III (C)		1
Assistant City Attorney		3
City Attorney		1
Deputy City Attorney I/II		1
Law Office Manager		1
	Total	9
Collection Services		
Paralegal (C)		1
	Total	1
	City Attorney Total	10
CITY CLERK		
City Clerk		
Administrative Assistant		1
Assistant City Clerk		1
City Clerk		1
Office Assistant I/II		1
	City Clerk Total	4
CITY COUNCIL		
City Council		
City Councilmember		4
Executive Assistant I/II		.30
Mayor		1
	City Council Total	5.30
CITY MANAGER		
City Manager		
Administrative Assistant (C)		1
Assistant City Manager		.80
City Manager		1
Deputy City Manager		1.35
Executive Assistant I/II		1.70
Legislative Affairs Manager		1
Management Analyst III		1
	Total	7.85
Public Information		
Outreach/Education Specialist		2
Programmer Analyst		1
Public Information Officer		1
	Total	4
Community Relations/Community Access TV		
Administrative Secretary I/II		1
Community Outreach & Production Specialist		1
	Total	2

Neighborhood Services		
Administrative Secretary I/II		1
Management Analyst III		.40
Neighborhood Services Coordinator		1
	Total	2.40
Enterprise Information Systems Management		
Deputy City Manager		.03
Network Services Coordinator		1
Programmer Analyst		1
Systems Administrator		1
	Total	3.03
Geographic Information Systems		
Deputy City Manager		.03
Geographic Information Systems Coordinator		1
Geographic Information Systems Technician I/II		3
Programmer Analyst		1
Systems Analyst I/II		1
	Total	6.03
Personal Computer/Network Systems		
Computer Network Engineer I/II		2
Computer Network Engineer III		2
Computer Operator		2
Deputy City Manager		.03
Systems Administrator		1
Systems Analyst I/II		1
Systems Analyst III		1
	Total	9.03
Document Publishing Services		
Deputy City Manager		.03
Word Processor I/II		1
Word Processor III		1
	Total	2.03
Telecommunications/Web Development		
Deputy City Manager		.03
Telecommunications Coordinator		1
	Total	1.03
	City Manager Total	37.40
CITY TREASURER		
City Treasurer		
Account Clerk I/II		2.75
Account Clerk III		1
Administrative Assistant		1
Revenue Collection Technician		1
City Treasurer		1
	Total	6.75
Utility Customer/Licensing Services		
Assistant City Treasurer/Revenue Accounting Manager		1
Code Compliance Inspector I/II		1
Customer Service Accounting Technician		2
Customer Service Representative I/II		6
Senior Customer Service Representative		1
Treasury Supervisor		1
	Total	12
	City Treasurer Total	18.75
COMMUNITY DEVELOPMENT		
Administration		
Administrative Assistant		1
Administrative Secretary III		1
Redevelopment Project Manager		1
Redevelopment Services Manager		1
	Community Development Total	4

DEVELOPMENT SERVICES		
Development Support and Public Project Contracts		
Administrative Technician		1
Development Services Director		1
Management Analyst I/II		1
	Total	3
Building & Engineering Services		
Administrative Secretary I/II		1
Administrative Secretary III		1
Assistant Traffic Engineer		1
Building Inspector I/II		6.18
Civil Engineer		1
Construction Inspector I/II		2
Data Entry Operator I/II		1
Deputy Building Official		2
Development Services Manager		1
Electrical Inspector		1
Junior Civil Engineer		3
Office Assistant I/II		6
Permit Technician		3
Plan Check Engineer		1
Plans Examiner I/II		1
Project Manager		.50
Senior Construction Inspector		1
Supervising Building Inspector		1
Supervising Civil Engineer		1
	Total	34.68
Planning		
Administrative Secretary III		1
Assistant Planner		2
Associate Planner		4
Drafting/Graphics Tech. I/II		1
Junior Planner		1
Office Assistant I/II		1
Planning and Environmental Services Manager		1
Principal Planner		2
	Total	13
Traffic Engineering & Operations		
Associate Traffic Design Engineer		1
Traffic Engineer		1
	Total	2
Transit Services		
Project Manager		.50
Deputy City Manager		.50
	Total	1
	Development Services Total	53.68
FINANCE		
Administration		
Chief Financial Officer		1
Senior Administrative Secretary (C)		1
	Total	2
General Accounting		
Account Clerk I/II		1.50
Account Clerk III		1
Accountant I		1
Accountant II		1
Accountant II (C)		1
Accounting Technician		1
Accounting Technician (C)		1
Controller		1
Customer Service Representative I/II		1
Financial Analyst I/II		1
Management Accountant/Auditor		1
	Total	11.50

Budget/Capital Improvement Projects		
Budget Manager		.50
Financial Analyst I/II		.50
	Total	1
Purchasing		
Account Clerk III		1
Accounting Manager		1
Buyer		1
Purchasing Clerk		1
	Total	4
Financial Resources		
Administrative Technician		1
Financial Analyst I/II		1
Financial Services Manager		1
	Total	3
Grants Management		
Budget Manager		.50
Accountant I		1
Financial Analyst I/II		.50
	Total	2
Mail and Courier Services		
Mail Clerk		2
	Total	2
	Finance Total	25.50
FIRE		
Fire Suppression and Other Emergency Services		
Administrative Assistant (C)		1
Administrative Secretary I/II		.50
Assistant Fire Chief		.95
Emergency Medical Services Coordinator		1
Fire Battalion Chief		4
Fire Captain		25
Fire Chief		1
Fire Engineer		24
Firefighter		42
	Total	99.45
Fire Prevention		
Administrative Secretary I/II		.50
Fire Battalion Chief		.95
Fire Captain		1
Fire Inspector		4
Plans Examiner I/II		.90
	Total	7.35
Disaster Preparedness		
Assistant Fire Chief		.05
Disaster Preparedness Coordinator		1
	Total	1.05
Certified Unified Program Agency (CUPA)		
CUPA Coordinator		1
Fire Battalion Chief		.05
Fire Environmental Specialist I/II		4
Plans Examiner I/II		.10
	Total	5.15
	Fire Total	113
GENERAL SERVICES		
Fleet Services Maintenance		
Administrative Assistant		1
Fleet Services Maintenance Worker/Mechanic I/II (or Maintenance Worker) Trainee		23
Fleet Services Mechanic Supervisor		2
Fleet Services Manager		1
Fleet Services Operations Manager		1
Maintenance Services Manager		.20
Senior Fleet Services Mechanic		6
Tire Repairer		1
	Total	35.20

Facilities Maintenance		
Administrative Technician		.10
Construction Project Coordinator		1
Custodial Supervisor		1
Custodian		13
Facilities Maintenance Supervisor		1
Facilities Maintenance Worker I/II		6
HVAC Technician		3
Maintenance Carpenter		2
Maintenance Electrician		2
Maintenance Plumber		2
Maintenance Services Manager		.25
Senior Custodian		2
Senior Facilities Maintenance Worker		2
	Total	35.35
Parks, Public Grounds & Open Space		
Administrative Secretary I/II		1
Administrative Technician		.70
Groundsworker I/II (or Maintenance Worker Trainee)		8
Maintenance Services Manager		.25
Management Analyst III		.20
Office Assistant I/II		1
Parks Manager		1
Parks Maintenance Supervisor		1
Senior Groundsworker		2
	Total	15.15
Street Trees & Medians		
Groundsworker I/II (or Maintenance Worker Trainee)		3
Parks Maintenance Supervisor		1
Senior Groundsworker		1
Senior Tree Trimmer		1
Tree Trimmer I/II (or Maintenance Worker Trainee)		3
	Total	9
Graffiti Action Program		
Graffiti Action Coordinator		1
Management Analyst III		.35
Office Assistant I/II		1
	Total	2.35
Park & Facility Development		
Construction Project Coordinator		1
Project Manager		1
	Total	2
Street Landscaping		
Administrative Technician		.20
Groundsworker I/II (or Maintenance Worker Trainee)		3
Maintenance Plumber		1
Maintenance Services Manager		.05
Management Analyst III		.35
Parks Maintenance Supervisor		2
Senior Facilities Maintenance Worker		1
Senior Groundsworker		3
Senior Tree Trimmer		1
	Total	11.60
River Ridge Golf Course		
Maintenance Services Manager		.25
Management Analyst III		.10
	Total	.35
	General Services Total	111
HOUSING		
Public Housing		
Account Clerk I/II		2
Account Clerk III		1.55
Accountant I		1.05
Administrative Secretary III		1
Administrative Technician		.39

Compliance Services Manager		.29
Computer Network Engineer III		.72
Facilities Maintenance Worker I/II		7
Groundsworker I/II (or Maintenance Worker Trainee)		4
Housing Contract Administrator		1
Housing Director		.45
Housing Engineer		1
Housing Financial Officer		.55
Housing Maintenance Superintendent		1
Housing Maintenance Supervisor		3
Housing Modernization Superintendent		1
Housing Program Supervisor		3
Housing Programs Manager		1
Housing Rehabilitation Program Manager		.15
Housing Specialist I/II		6.45
Management Accountant/Auditor		.95
Management Analyst I/II		.50
Management Analyst III		1.85
Office Assistant I/II		6.65
Rehabilitation Loan Assistant		.15
Rehabilitation Loan Specialist		.30
Resident Services Assistant		1
Resident Services Coordinator		1
Senior Groundsworker		1
Senior Housing Maintenance Worker		2
Senior Housing Specialist		3
	Total	55
Rental Assistance		
Account Clerk III		.45
Accountant I		.95
Building Inspector I/II		.82
Compliance Services Manager		.06
Computer Network Engineer III		.28
Housing Director		.55
Housing Financial Officer		.45
Housing Inspector		1
Housing Specialist I/II		6.55
Management Accountant/Auditor		.05
Management Analyst III		.15
Office Assistant I/II		3.35
Senior Housing Specialist		2
	Total	16.66
Affordable Housing Assistance		
Administrative Technician		.10
Housing Rehabilitation Program Manager		.58
Rehabilitation Construction Specialist I/II		.50
Rehabilitation Loan Assistant		.05
Rehabilitation Loan Specialist		.10
	Total	1.33
Grants Administration		
Accounting Manager		1
Grants Coordinator		1
Grants Specialist I/II		1
	Total	3
Housing Rehabilitation		
Administrative Technician		.10
Compliance Services Manager		.35
Housing Rehabilitation Program Manager		.27
Management Analyst I/II		.50
Rehabilitation Construction Specialist I/II		.50
Rehabilitation Loan Assistant		.80
Rehabilitation Loan Specialist		1.60
	Total	4.12

Homeless Assistance		
Homeless Assistance Program Coordinator		1
	Total	1
Mobilehome Rent Stabilization		
Administrative Technician		.34
Compliance Services Manager		.25
	Total	.59
Fair Housing		
Administrative Technician		.07
Compliance Services Manager		.05
	Total	.12
	Housing Total	81.82
HUMAN RESOURCES		
Human Resources		
Administrative Secretary I/II (C)		2
Administrative Technician (C)		.34
Assistant City Manager		.20
Employee Relations Coordinator (C)		1
Human Resources Director		1
Human Resources Manager		1
Human Resources Technician (C)		1
Senior Benefits Coordinator (C)		.67
Senior Recruitment Coordinator		1
	Total	8.21
Workers' Compensation		
Administrative Technician (C)		1
Workers' Compensation Manager		1
Workers' Compensation Specialist (C)		1
	Total	3
Safety Management		
Administrative Technician (C)		.16
Safety Specialist (C)		1
Senior Benefits Coordinator (C)		.33
	Total	1.49
	Human Resources Total	12.70
LIBRARY		
Library Community Outreach		
Administrative Assistant		1
Library Aide III		1
Library Director		1
Office Assistant I/II		1
	Total	4
Library Circulation Services		
Library Circulation Supervisor		1
Library Aide I/II		8
Literacy Coordinator		1
Office Assistant I/II		1
	Total	11
Library Branch Services		
Librarian I		2
Librarian II		1
Librarian III		1
Library Aide I/II		2
Library Aide III		1
Library Services Supervisor		1
	Total	8
Library Information/Reference Services		
Librarian I		9
Librarian II		1
Librarian III		1
Library Services Supervisor		1
	Total	12

Library Support Services		
Computer Network Engineer I/II		2
Library Aide I/II		3.50
Library Aide III		1
Systems Analyst III		1
	Total	7.50
	Library Total	42.50
POLICE		
Code Compliance		
Administrative Technician		1
Animal Safety Officer		3
Code Compliance Inspector I/II		9
Code Compliance Manager		1
Office Assistant I/II		1
Senior Animal Safety Officer		1
Senior Code Compliance Inspector		2
	Total	18
Community Patrol		
Administrative Secretary I/II		1
Assistant Police Chief		2
Community Service Officer		9
Crossing Guard		10.50
Police Commander		6
Police Officer I/II		139
Police Officer III		16.20
Police Sergeant		21
Police Service Officer		8
Senior Police Service Officer		1
Senior Traffic Service Assistant		3
Traffic Service Assistant I/II		15
	Total	231.70
Criminal Investigation		
Community Service Officer		2
Crime Analysis Data Technician		1
Crime Analyst I/II		2
Criminalist		1
Data Entry Operator I/II		.50
Evidence Technician I/II		2
Missing Persons Specialist		1
Police Commander		1
Police Officer I/II		22
Police Officer III		16
Police Records Technician III		1
Police Sergeant		5
Sex Registrant Specialist		1
Victim Services Specialist		1
	Total	56.50
Police Support Services		
Account Clerk I/II		2
Administrative Assistant (C)		1
Administrative Services Assistant (C)		2
Assistant Police Chief		1
Community Affairs Manager		1
Community Service Officer		1
Computer Network Engineer III		3
Data Entry Operator I/II		3.25
Grants Specialist I/II		1
Office Assistant I/II		1
Police Chief		1
Police Commander		1
Police Financial Manager		1
Police Records Manager		1
Police Records Supervisor		1
Police Records Technician I/II		15.75
Police Records Technician III		2

Police Sergeant		3
Police Word Processor I/II		7.50
Police Word Processor III		1
Programmer Analyst		2
Property & Evidence Custodian		1
Public Safety Info Tech Mgr		1
	Total	54.50
Emergency Communications		
Communications Manager		1
Communications Training Coordinator		1
Public Safety Dispatcher I/II		19
Public Safety Dispatcher III		5
	Total	26
	Police Total	386.70
PUBLIC WORKS ADMINISTRATIVE SERVICES		
Public Works Administration		
Administrative Assistant		1
Administrative Secretary III		2
Office Assistant I/II		1
Public Works Director		1
	Total	5
PUBLIC WORKS CONSTRUCTION AND DESIGN SERVICES		
Engineering Design & Contract Admin		
Design & Construction Services Manager		1
Engineering/Survey Technician I/II		2
Senior Civil Engineer		1
	Total	4
Construction Services - Streets		
Construction Inspector I/II		4
Management Analyst III		.50
Public Works Construction Projects Manager		1
Senior Construction Inspector		1
	Total	6.50
Street Maintenance & Repair		
Account Clerk I/II		.15
Administrative Secretary III		1
Administrative Technician		1
Equipment Operator		6
Senior Street Maintenance Worker		4
Street Maintenance Worker I/II (or Maintenance Worker Trainee)		7
Streets Manager		1
Traffic Safety Maintenance Worker		2
Traffic Signal Repairer I/II		2
Traffic Signal Technician		1
	Total	25.15
Survey Services		
City Surveyor		1
Engineering/Survey Technician I/II		1
Senior Engineering Technician/Survey Chief		1
	Total	3
PUBLIC WORKS WATER		
Water Procurement		
Account Clerk I/II		.20
Administrative Secretary III		1
Administrative Technician		.33
Management Analyst I/II		.50
Management Analyst III		.34
Public Works Construction Projects Manager		I
Wastewater Superintendent		.33
Water Resources Manager		.50
	Total	4.20
Water Conservation & Education		
Water Conservation/Outreach Coordinator		1
Water Conservation/Outreach Technician		2
	Total	3

Water Production		
Chief Operator		1
Senior Water Treatment Plant Operator		1
Water Treatment Operator I/II/III		5
	Total	7
Water Distribution		
Chief Operator		.50
Engineer		1
Public Works Construction Projects Manager		1
Senior Water Distribution Operator		2
Water Distribution Operator I/II		13
	Total	17.50
Water Metering		
Chief Operator		.50
Meter Reader		9
Meter Repair Worker		4
Senior Meter Reader		1
Senior Meter Repair Worker		1
	Total	15.50
Water Recycle		
Assistant Civil Engineer		1
Construction & Maintenance Engineer		1
Construction Project Coordinator		1
Junior Civil Engineer		1
Wastewater Mechanic I/II		1
Wastewater Operator I/II		1
Wastewater Operator III		1
	Total	7
Water Security & Contamination Prevention		
Water Regulatory Compliance Coordinator		1
Water Regulatory Compliance Coordinator Technician I/II		2
	Total	3
PUBLIC WORKS WASTEWATER		
Source Control		
Administrative Secretary I/II		.25
Data Entry Operator I/II		1
Senior Wastewater Environmental Specialist		1
Source Control Inspector I/II		1
Source Control Technician		.75
Technical Services Manager		.50
Wastewater Environmental Specialist		2
	Total	6.50
Storm Water Quality Management		
Senior Wastewater Environmental Specialist		1
Source Control Technician		.25
Technical Services Manager		.50
Wastewater Environmental Specialist		2
	Total	3.75
Collection System Maintenance and Upgrades		
Account Clerk I/II		.22
Administrative Secretary I/II		.25
Administrative Technician		.17
Electrician/Instrumentation Technician		.30
Management Analyst I/II		.25
Senior Civil Engineer		.50
Senior Wastewater Collection Operator		1
Senior Wastewater Mechanic		1
Treatment Plant Electrician		.15
Wastewater Collection Operator I/II		7
Wastewater Collection Supervisor		1
Wastewater Maintenance Manager		.50
Wastewater Maintenance Supervisor		.10

Wastewater Superintendent		.17
Water Resources Manager		.25
	Total	12.86
Laboratory Services		
Chemist		1
Laboratory Assistant		1
Laboratory Technician		2
Laboratory Supervisor		1
Wastewater Operations Manager		.25
	Total	5.25
Treatment Plant Operations		
Administrative Secretary I/II		.25
Management Analyst III		.33
Power Production Operator I/II		2
Senior Wastewater Operator		4
Wastewater Operations Manager		.75
Wastewater Operator I/II		14
Wastewater Operator III		2
	Total	23.33
Treatment Plant Maintenance & Upgrades		
Account Clerk I/II		.23
Administrative Secretary I/II		.25
Administrative Technician		.17
Electrician/Instrumentation Technician		1.70
Groundsworker I/II		1
Instrumentation Technician		1
Management Analyst I/II		.25
Senior Civil Engineer		.50
Senior Wastewater Mechanic		1
Transport Operator		1
Treatment Plant Electrician		1.85
Wastewater Maintenance Manager		.50
Wastewater Maintenance Supervisor		.90
Wastewater Mechanic I/II		10
Wastewater Superintendent		.16
Water Resources Manager		.25
	Total	20.76
PUBLIC WORKS ENVIRONMENTAL RESOURCES		
Environmental Resources Planning		
Account Clerk I/II		.20
Account Clerk III		1
Administrative Secretary III		1
Administrative Technician		1.33
Environmental Resources Superintendent		1
Management Analyst III		.83
Office Assistant I/II		1
Solid Waste Supervisor		.25
Wastewater Superintendent		.34
	Total	6.95
Waste Reduction and Education		
Recycling Manager		1
	Total	1
Environmental Resources Residential Collection		
Solid Waste Compliance Specialist		3
Solid Waste Equipment Operator II		24
Solid Waste Supervisor		1.25
	Total	28.25
Environmental Resources Commercial Collection		
Container Service Worker		2
Solid Waste Compliance Specialist		1
Solid Waste Equipment Operator II		17
Solid Waste Supervisor		2
	Total	22

Environmental Resources Industrial Collection		
Solid Waste Equipment Operator II		8
Solid Waste Supervisor		.25
	Total	8.25
Environmental Resources Processing & Disposal		
Solid Waste Supervisor		.25
Solid Waste Transfer Operator		13
	Total	13.25
	Public Works Total	253
RECREATION AND COMMUNITY SERVICES		
Recreation Services		
Administrative Secretary III		1
Administrative Technician		1
Community Services Manager		1
Leisure and Recreation Superintendent		1
Management Analyst I/II		1
Management Analyst III		.60
Office Assistant I/II		1
Recreation/Human Services Coordinator		5.50
Recreation/Human Services Leader III		3.50
Recreation Supervisor		1.85
	Total	17.45
Youth Development		
Administrative Secretary I/II		1
Police Officer III		.80
Recreation Supervisor		.15
	Total	1.95
Senior Services/Special Populations		
Office Assistant I/II		1
Recreation/Human Services Coordinator		2
Recreation/Human Services Leader III		2.75
Recreation Supervisor		1
	Total	6.75
Performing Arts and Convention Center		
Administrative Secretary III		1
Community Facilities Manager		1
Custodian		2
Event Attendant III		3.50
Event Coordinator		1
Facilities Maintenance Worker I/II		1
Senior Custodian		1
	Total	10.50
	Recreation and Community Services Total	36.65
MEASURE O		
Recreation & Youth & Senior Programming		
Library Aide I/II		.50
	Total	.50
Parks & Open Space		
Groundsworker I/II		5
	Total	5
Public Safety & Gang Prevention/Intervention		
Police Officer I/II		16
Police Officer III		1
Police Sergeant		1
Computer Network Engineer I/II		3
	Total	21
	Measure O Total	26.50
	CITY TOTAL	1226.00

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING CHANGES IN SECTION XII OF THE PERSONNEL RULES AND REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Section XII of the Personnel Rules and Regulations shall remain in force and effect and is amended as set forth in the attached Classification and Salary Schedule as of July 1, 2013.

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Tim Flynn, Mayor

ATTEST:

_____

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____

Alan Holmberg, City Attorney

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2013

Class Title	Salary Range	
Account Clerk I	A	14
Account Clerk II	A	20
Account Clerk III	A	27
Accountant I	A	63
Accountant II	A	80
Accountant II (C)	C	80
Accounting Manager	M	48
Accounting Technician	A	45
Accounting Technician (C)	C	67
Administrative Assistant	A	61
Administrative Assistant (C)	C	70
Administrative Legal Assistant (C)	C	70
Administrative Legal Secretary I	C	25
Administrative Legal Secretary II	C	35
Administrative Legal Secretary III	C	50
Administrative Secretary I	A	12
Administrative Secretary I (Conf)	C	15
Administrative Secretary II	A	19
Administrative Secretary II (Conf)	C	30
Administrative Secretary III	A	26
Administrative Secretary III (Conf)	C	40
Administrative Services Assistant (C)	C	70
Administrative Technician	A	36
Administrative Technician (C)	C	60
Animal Safety Officer	B	74.00
Assistant City Attorney	M	88
Assistant City Clerk	M	11
Assistant City Manager	E	11
Assistant City Treasurer/Revenue Accounting Manager	M	48
Assistant Civil Engineer	A	93
Assistant Fire Chief	P	S2
Assistant Planner	A	69
Assistant Police Chief	P	S6
Assistant Traffic Design Engineer	A	93
Assistant Traffic Engineer	A	93
Associate Planner	A	83
Associate Traffic Design Engineer	A	97
Battalion Chief	P	S1
Budget Manager	M	62
Building Inspector I	B	104.50
Building Inspector II	B	114.50
Buyer	A	40
Chemist	A	72
Chief Financial Officer	E	8
Chief Operator	M	32

Class Title	Salary Range	
City Attorney	Contract	
City Clerk	E	3
City Council Member	Ordinance	
City Manager	Contract	
City Surveyor	M	34
City Treasurer	E	3
Civil Engineer	A	97
Code Compliance Inspector I	B	96.00
Code Compliance Inspector II	B	106.00
Code Compliance Manager	M	40
Communications Manager	M	36
Communications Training Coordinator	P	76
Community Affairs Manager	M	38
Community Facilities Manager	M	48
Community Outreach & Production Specialist	M	22
Community Service Officer	A	34
Community Services Manager	M	29
Compliance Services Manager	M	29
Computer Network Engineer I	A	32
Computer Network Engineer II	A	49
Computer Network Engineer III	A	78
Computer Operator	A	49
Construction & Maintenance Engineer	M	66
Construction Inspector I	B	104.50
Construction Inspector II	B	114.50
Construction Project Coordinator	A	61
Container Service Worker	B	74.00
Controller	M	62
Crime Analysis Data Technician	A	34
Crime Analyst I	A	48
Crime Analyst II	A	64
Criminalist	A	91
Crossing Guard	A	00
Cultural Arts Supervisor	M	11
CUPA Coordinator	M	44
Custodial Supervisor	M	14
Custodian	B	48.00
Customer Service Accounting Technician	A	45
Customer Service Representative I	A	14
Customer Service Representative II	A	20
Data Entry Operator I	A	14
Data Entry Operator II	A	20
Deputy Building Official	M	74
Deputy City Attorney I	M	48
Deputy City Attorney II	M	62
Deputy City Manager	E	8

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2013

Class Title		Salary Range
Design & Construction Services Manager	M	83
Development Services Director	E	9
Development Services Manager	M	87
Disaster Preparedness Coordinator	M	44
Drafting/Graphics Technician I	A	41
Drafting/Graphics Technician II	A	57
Electrical Inspector	B	126.50
Electrician/Instrumentation Technician	B	112.25
Emergency Medical Services Coordinator	M	44
Employee Relations Coordinator (C)	C	67
Environmental Resources Superintendent	M	66
Engineer	A	97
Engineering Technician I	A	41
Engineering Technician I/Survey Crew	A	41
Engineering Technician II	A	57
Engineering Technician II/Survey Crew	A	57
Equipment Operator	B	79.00
Event Attendant III (P)	A	36
Event Coordinator	A	46
Evidence Technician I	A	53
Evidence Technician II	A	68
Executive Assistant I	C	80
Executive Assistant II	C	85
Facilities Maintenance Supervisor	M	19
Facilities Maintenance Worker I	B	62.00
Facilities Maintenance Worker II	B	72.00
Financial Analyst I	M	14
Financial Analyst II	M	22
Financial Analyst III	M	29
Financial Services Manager	M	48
Fire Captain	F	124.00
Fire Chief	E	10
Fire Engineer	F	109.00
Fire Environmental Specialist I	F	96.00
Fire Environmental Specialist II	F	109.00
Fire Inspector	F	109.00
Firefighter	F	96.00
Fleet Services Maintenance Worker	B	61.00
Fleet Services Manager	M	44
Fleet Services Mechanic I	B	99.00
Fleet Services Mechanic II	B	104.00
Fleet Services Mechanic Supervisor	M	16
Fleet Services Operations Manager	M	19
Geographic Information Systems Coordinator	M	51
Geographic Information Systems Technician I	A	50
Geographic Information Systems Technician II	A	70
Graffiti Action Coordinator	B	99.00
Grants Coordinator	M	36
Grants Specialist I	A	63
Grants Specialist II	A	80
Groundsworker I	B	60.00
Groundsworker II	B	70.00
Homeless Assistance Program Coordinator	M	29
Housing Contract Administrator	A	61
Housing Director	E	8
Housing Engineer	A	89
Housing Financial Officer	M	48
Housing Inspector	B	79.00
Housing Maintenance Superintendent	M	38
Housing Maintenance Supervisor	M	14
Housing Modernization Superintendent	M	38
Housing Program Supervisor	M	29
Housing Programs Manager	M	51
Housing Rehabilitation Program Manager	M	38
Housing Specialist I	A	44
Housing Specialist II	A	59
Housing Specialist Trainee	A	33
Human Resources Director	E	8
Human Resources Manager	M	66
Human Resources Technician (C)	C	70
HVAC Technician	B	89.00
Instrumentation Technician	B	112.25
Junior Civil Engineer	A	85
Junior Planner	A	52
Laboratory Assistant	A	40
Laboratory Supervisor	M	26
Laboratory Technician	A	56
Law Office Manager	M	19
Legislative Affairs Manager	M	40
Leisure and Recreation Superintendent	M	48
Librarian I	A	47
Librarian II	A	62
Librarian III	A	79
Library Aide I	A	15
Library Aide II	A	21
Library Aide III	A	28
Library Circulation Supervisor	M	14
Library Director	E	6
Library Services Supervisor	M	26
Literacy Coordinator	A	47
Mail Clerk	A	15
Maintenance Carpenter	B	88.00

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2013

Class Title	Salary Range		Class Title	Salary Range	
Maintenance Electrician	B	89.00	Principal Planner	M	44
Maintenance Plumber	B	88.00	Programmer Analyst	A	86
Maintenance Services Manager	M	85	Project Manager	M	40
Maintenance Worker Trainee	B	45.00	Property & Evidence Custodian	A	68
Management Accountant/Auditor	M	29	Public Information Officer	M	38
Management Analyst I	M	14	Public Safety Dispatcher I	P	49.00
Management Analyst II	M	22	Public Safety Dispatcher II	P	59.00
Management Analyst III	M	29	Public Safety Dispatcher III	P	76.00
Mayor	Ordinance		Public Works Construction Projects Manager	M	38
Meter Reader	B	70.00	Public Safety Information Technology Manager	M	62
Meter Repair Worker	B	75.00	Public Works Director	E	10
Missing Persons Specialist	A	34	Purchasing Clerk	A	20
Neighborhood Services Coordinator	A	61	Recreation Supervisor	M	19
Network Services Coordinator	M	14	Recreation/Human Services Coordinator	A	42
Office Assistant I	A	10	Recreation/Human Services Leader III	A	21
Office Assistant I (Conf)	C	10	Recycling Manager	M	36
Office Assistant II	A	15	Redevelopment Project Manager	M	40
Office Assistant II (Conf)	C	20	Redevelopment Services Manager	M	74
Outreach/Education Specialist	A	61	Rehabilitation Construction Specialist I	B	101.00
Paralegal	C	75	Rehabilitation Construction Specialist II	B	111.00
Parks Maintenance Supervisor	M	14	Rehabilitation Loan Assistant	A	33
Parks Manager	M	44	Rehabilitation Loan Specialist	A	74
Permit Technician	A	55	Resident Services Assistant	A	59
Plan Check Engineer	A	97	Resident Services Coordinator	A	74
Planning & Environmental Services Manager	M	81	Revenue Collection Technician	A	45
Plans Examiner I	A	66	Safety Specialist (C)	C	72
Plans Examiner II	A	81	Senior Administrative Legal Secretary	C	65
Plumbing & Mechanical Inspector	B	126.50	Senior Administrative Secretary	A	35
Police Chief	E	11	Senior Administrative Secretary (C)	C	55
Police Commander	P	S5	Senior Animal Safety Officer	B	84.00
Police Financial Manger	M	48	Senior Benefits Coordinator (C)	C	75
Police Officer I	P	91.00	Senior Civil Engineer	A	99
Police Officer II	P	91.00	Senior Code Compliance Inspector	B	116.00
Police Officer III	P	99.00	Senior Construction Inspector	B	124.50
Police Records Manager	M	40	Senior Custodian	B	58.00
Police Records Supervisor	M	11	Senior Customer Service Representative	A	27
Police Records Technician I	A	11	Senior Engineering Technician	A	76
Police Records Technician II	A	17	Senior Engineering Technician/Survey Chief	A	76
Police Records Technician III	A	24	Senior Facilities Maintenance Worker	B	99.00
Police Sergeant	P	106.00	Senior Fleet Services Mechanic	B	109.00
Police Service Officer	P	72.00	Senior Groundsworker	B	80.00
Police Word Processor I	A	23	Senior Housing Maintenance Worker	B	92.00
Police Word Processor II	A	30	Senior Housing Specialist	A	74
Police Word Processor III	A	38	Senior Meter Reader	B	80.00
Power Production Operator I	B	85.25	Senior Meter Repair Worker	B	85.00
Power Production Operator II	B	95.25	Senior Planner	M	32

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2013

Class Title		Salary Range
Senior Plans Examiner	A	87
Senior Police Service Officer	P	77.00
Senior Street Maintenance Worker	B	86.00
Senior Recruitment Coordinator	C	75
Senior Traffic Service Assistant	A	16
Senior Tree Trimmer	B	86.00
Senior Wastewater Collections Operator	B	86.00
Senior Wastewater Environmental Specialist	B	116.00
Senior Wastewater Mechanic	B	104.00
Senior Wastewater Operator	B	105.25
Senior Water Distribution Operator	B	80.00
Senior Water Treatment Operator	B	106.00
Sex Registrant Specialist	A	34
Solid Waste Compliance Specialist	B	94.00
Solid Waste Equipment Operator II	B	74.00
Solid Waste Supervisor	M	19
Solid Waste Transfer Operator	B	84.00
Source Control Inspector II	B	100.50
Source Control Technician	B	99.00
Special Assistant to City Manager	M	66
Street Maintenance Worker I	B	59.00
Street Maintenance Worker II	B	69.00
Streets Manager	M	44
Supervising Building Inspector	M	40
Supervising Civil Engineer	M	74
Systems Administrator	M	62
Systems Analyst I	M	29
Systems Analyst II	M	40
Systems Analyst III	M	51
Technical Services Manager	M	44
Telecommunications Coordinator	M	29
Tire Repairer	B	61.00
Traffic Engineer	M	59
Traffic Safety Maintenance Worker	B	69.00
Traffic Service Assistant I	A	13
Traffic Service Assistant II	A	18
Traffic Signal Repairer I	B	79.00
Traffic Signal Repairer II	B	89.00
Traffic Signal Technician	B	112.00
Transport Operator	B	99.00
Treasury Supervisor	M	11
Treatment Plant Electrician	B	99.00
Tree Trimmer I	B	66.00
Tree Trimmer II	B	76.00
Victim Services Specialist	A	59
Wastewater Collections Operator I	B	69.00
Wastewater Collections Operator II	B	79.00
Wastewater Collections Supervisor	M	14
Wastewater Environmental Specialist	B	111.00
Wastewater Maintenance Manager	M	32
Wastewater Maintenance Supervisor	M	19
Wastewater Mechanic I	B	89.00
Wastewater Mechanic II	B	99.00
Wastewater Operations Manager	M	32
Wastewater Operator I	B	82.00
Wastewater Operator II	B	92.00
Wastewater Operator III	B	97.00
Wastewater Operator-In-Training	B	67.00
Wastewater Superintendent	M	66
Water Conservation/Outreach Coordinator	B	114.50
Water Conservation/Outreach Technician	B	59.00
Water Distribution Operator I	B	64.00
Water Distribution Operator II	B	74.00
Water Regulatory Compliance Coordinator	B	114.50
Water Regulatory Compliance Technician I	B	94.00
Water Regulatory Compliance Technician II	B	104.00
Water Resources Manager	M	66
Water Treatment Operator I	B	86.00
Water Treatment Operator II	B	91.00
Water Treatment Operator III	B	96.00
Word Processor I	A	23
Word Processor II	A	30
Word Processor III	A	38
Workers' Compensation Manager	M	48
Workers' Compensation Specialist (C)	C	69

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2013-2014

WHEREAS, Government Code section 7900 provides for the implementation of Article XIIIB of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2013-2014 is calculated by adjusting the prior fiscal year, 2012-2013; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = 0.73%
2. change in the population of the City = 0.71%
3. change in the per capita income in California = 5.12%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2013-2014 appropriation limit for proceeds of taxes is determined to be $282,388,942 using factors 1 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows:

The proceeds of taxes appropriation limit for the fiscal year 2013-2014 is established as $282,388,942 and the "proceeds of taxes" revenue subject to this limitation is $102,667,657, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

1. The City Council will approve a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.

2. The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.

3. The budget will be organized in a department/service level format.

4. The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:

   a. Essential services that provide for the health and safety of residents.

   b. Adequate ongoing maintenance of facilities and equipment.

   c. All other services.

2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:

2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.

3. By the City Manager for appropriation transfers between departments within a fund.

4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.

2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.

3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.

4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and Citywide master plans for related infrastructure improvements.

5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:

   a. Linkage with community needs as identified in the City's major planning documents.

   b. Cost/benefit analysis identifying all financial and community impacts of the project.

   c. Identification of available funding resources.

2. Staff will develop the CIP Plan with funding priorities in the following order:

   a. Projects that maintain and preserve existing facilities.

   b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.

   c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

   a. Conceptual/schematic proposal
   b. Preliminary design and cost estimate
   c. Engineering and final design
   d. Bid administration
   e. Acquisition/construction
   f. Project closeout

2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short-term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost-effective actions available to collect revenues.

2. Staff will grant use fee waivers and debt forgiveness under the following conditions:

   a. All requests will be approved or disapproved by the City Council on a case-by-case basis.

   b. Each request will be considered and City Council action will be by resolution.

c. All categorical fee waivers will be subject to a sunset provision as determined by the City Council.

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.

2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICIY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three componenets listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.

2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self-insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the Water and Wastewater Utility Enterprise Funds equal to 25 percent of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

2. The City Council will review the issuance of long-term debt only for:

   a. Construction and acquisition of land, capital improvements, or equipment when the useful life of the asset is equal to or greater than the term of the debt.

   b. The creation of contractually-required reserves.

   c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.

3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long-term debt to finance a major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.

2. Benefits can include, but are not limited to, the following:

   a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.

   b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

   c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.

   d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.

4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.

5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:

   a. Bond Counsel - To be selected by RFP periodically.

   b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.

   c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.

   d. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).

2. The City Council's preference is to issue fixed-rate long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unqualified audit opinion and adequate internal controls.

2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be $5,000 or more.

3. Staff will prepare regular monthly, quarterly, and annual financial reports to present a summary of financial performance and position.

4. Staff will provide full disclosure in the annual financial statements and bond representations.

5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.

2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.

2. Claims auditor, actuarial consultant, and risk management program auditor.

3. Insurance broker of record.

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE HOUSING AUTHORITY'S OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR FISCAL YEAR 2013-2014

WHEREAS, the Executive Secretary submitted for the consideration of the Housing Authority of the City of Oxnard a proposed Operating and Capital Improvement Budget for the City fiscal year 2013-2014; and

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating and Capital Improvement Budget, and the funds included therein for the period of July 1, 2013 through June 30, 2014, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2013-2014 summarized as follows:

Programs	FY 2013-2014 Budget
Public Housing	$ 7,265,803
Rental Assistance – Section 8	17,062,636
Total Cost	$24,328,439

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2013-2014 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 9th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

FOR

Alan Holmberg, General Counsel

Attachment No. 7
Page 1 of 1

CAPITAL IMPROVEMENT BUDGET

The Capital Improvement Budget consists of the first two years of the Five-Year Capital Improvement Program (CIP). The CIP categorizes and lists the major public improvements to the City's infrastructure over the next years. In general, the CIP includes new projects and upgrades to existing facilities that cost more than $100,000. City policies call for the development of a CIP for City Council review and approval every other year or as needed based on economic and funding outlooks. The CIP is prepared in conformance with and supports the City's major planning documents: the most current General Plan, project specific plans, and City-wide master plans for related infrastructure improvements. In addition, priority is given to projects which maintain and preserve existing facilities or replace existing facilities which can no longer be maintained.

A capital improvement project is defined as any major expenditure for capital assets with an estimated cost in excess of $100,000 and a useful life of five years or more such as:

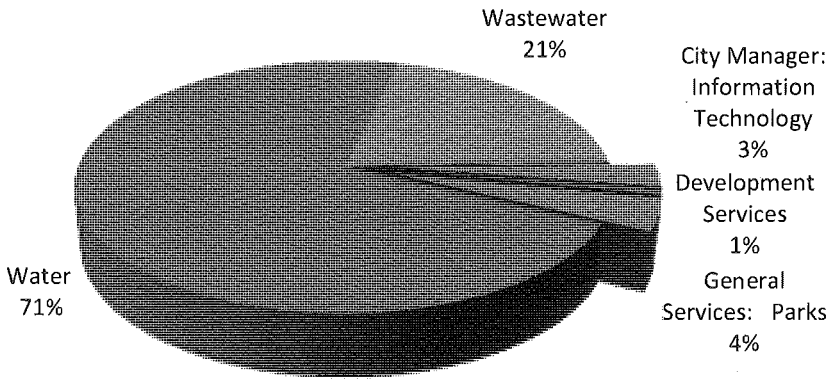
- Costs for acquisition of land or interests in land
- Construction of buildings or other such structures including additions, major alterations or rehabilitation
- Construction or reconstruction of streets or utility lines
- Acquisition and/or installation of fixed equipment
- Studies requiring the employment of outside professional consultants which are expected to directly result in the acquisition of capital items
- Landscaping and design work relating directly to an individual project

The recommended Capital Improvement Budget is $26.0 million in FY 2013-14 and $84.1 million in FY 2014-15 as follows:

Department/Program	**FY 2013-14**	**FY 2014-15**
City Manager: Information Technology	$ 774,000	-
Development Services	180,000	$ 50,000
General Services: Parks	1,053,159	-
Water	18,625,000	58,624,800
Wastewater	5,400,000	25,450,000
Total	**$ 26,032,159**	**$ 84,124,800**

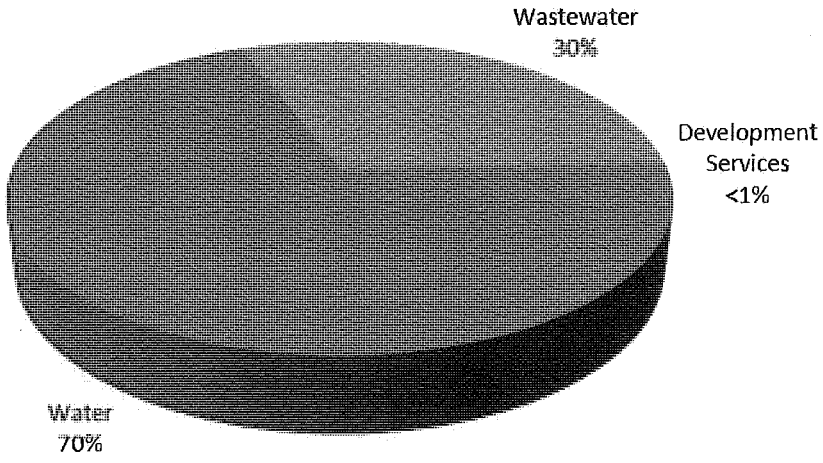
As shown in the following graph, 92% of the recommended budget for FY 2013-14 is in Utility Programs. City Manager projects are for the Information Technology Internal Service Fund (ISF).

FY 2013-14



As in FY 2013-14, the majority of the recommended budget for FY 2014-15 is in Utility Programs, close to 100%.

FY 2014-15



The recommended Capital Improvement Budget is funded as follows:

Funding Source	FY 2013-14	FY 2014-15
Internal Service Funds	$ 774,000	-
Air Pollution Buy-Down	180,000	-
Circulation Fees	-	$ 50,000
CDBG	500,000	
Quimby	553,159	
Water Reserve Funds	18,625,000	250,000
Water Bond Funds (Future)	-	58,374,800
Wastewater Reserves/Bonds	5,400,000	25,450,000
Total	**$ 26,032,159**	**$ 84,124,800**

The recommended capital improvement budget is limited by the available funding. As a result, only the most critical projects that are eligible to use those funding sources are recommended.

City Manager: Information Technology provides for various network improvements including high speed fiber optic connections, Cisco switches and routers, and firewall upgrades to increase data communication speeds and protection.

Development Services includes new bus transit stops using Air Pollution Buy-down funds in FY 2013-14 and continued preliminary engineering for the Camino Del Sol Extension and Railroad Crossing using Circulation System Fees.

General Services: Parks consists of Community Development Block Grant funding for the Campus Park Gym Remodel and Quimby fees for Orchard and Cyprus Parks.

Water is funded with Water Reserve Funds in FY 2013-14 and primarily bond funds from an anticipated issuance in FY 2014-15. This program is focused on system improvements to allow for the storage and distribution of recycled water. In addition upgrades are recommended for the potable system to be able to maximize the use of groundwater credits made available from the sale of recycled water. Finally, and ongoing main replacement programs is recommended to replace cast iron pipes throughout the distribution system.

Wastewater includes necessary upgrades and replacement of aging components of the Wastewater treatment plant as well as the collection system. While FY 2013-14 is funded with Wastewater Reserves, FY 2014-15 will likely require debt financing.

The projects recommended for funding in FYs 2013-14 and 2014-15 are listed on the following page.

Department/Division	Project Title	FY 2013-14	FY 2014-15
City Manager:			
Information Technology	High Speed Fiber Optic Connections	$ 240,000	
	Network Infrastructure Upgrade	534,000	
	Sub-total	$ 774,000	$ -
Development Services	Transit Stops 2012-15	180,000	
	Camino Del Sol Extension and Railroad Crossing		$ 50,000
	Sub-total	$ 180,000	$ 50,000
General Services: Parks	Campus Park Gym Remodel Phase II	500,000	
	Cypress Park Improvements	357,079	
	Orchard Park Rehabilitation Project	196,080	
	Sub-total	$ 1,053,159	$ -
Water: Distribution	Cast Iron Pipe Replacement Program	2,900,000	2,900,000
	Concentrate Collection System	2,400,000	17,600,000
	Recycled Water Distribution E. Hueneme Road	800,000	20,000,000
	Recycled Water Reservoir Phase I		5,000,000
	Sub-total	$ 6,100,000	$45,500,000
Water: Procurement	Computerized Maint Mgmt Sys & Customer Svc Upgrade		250,000
	Sub-total	$ -	$ 250,000
Water: Production	AWPF Storm Water Treatment Phase 1	2,500,000	
	Wtr Campus Drainage & Security Impr Design & Const	1,775,000	
	AWPF Ph 1B Land Acquisition	8,000,000	6,374,800
	Blending Station #1 Dist. & System Improvements	250,000	6,500,000
	Sub-total	$12,525,000	$12,874,800
Wastewater: Collection System	Central Trunk Condition Assessment & Manhole Reconstructio	200,000	1,000,000
	Wastewater Collection System Flow Monitoring	500,000	500,000
	Computerized Maint Mgmt Sys & Customer Svc Upgrade		125,000
	Headworks Meter Vaults/Vortex Structure Recoating		1,000,000
	La Colonia Sewer Replacement		5,000,000
	Sub-total	$ 700,000	$ 7,625,000
Wastewater: Storm Water Quality	Oxnard Ind. Drain Stormwater Treatment Feas. Study	400,000	
	Sub-total	$ 400,000	$ -
Wastewater: Treatment Plant	WWTP Biotower Rebuild & Screen	3,000,000	
	WWTP PLCs/LCPs Replacement	1,000,000	
	WWTP Cathodic Protection System Rehabilitation	250,000	200,000
	WWTP Mnt Bldg Kitchen, Restrooms & Locker Rm Rehab	50,000	200,000
	Computerized Maint Mgmt Sys & Customer Svc Upgrade		125,000
	Wastewater Treatment Plant Gravity Thickener Rehab		6,800,000
	WWTP AST Diffusers Replacement		6,000,000
	WWTP Biosolids Storage		500,000
	WWTP Cogeneration Replacement		300,000
	WWTP Digester Gas Management System Rehabilitation		2,000,000
	WWTP Electrical MCCs Upgrades		200,000
	WWTP RAS, WAS, VFDs Replacement		1,500,000
	Sub-total	$ 4,300,000	$17,825,000
Total		**$ 26,032,159**	**$ 84,124,800**

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/09/13

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

Prepared By: Christopher Williamson, AICP, Principal Planner Agenda Item No. I-2

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

DATE: June 5, 2013

TO: City Council

FROM: Matthew Winegar, Director SM for
Development Services Department

SUBJECT: Planning and Zoning Permit Nos. 13-620-01 (General Plan Amendment), 13-580-02 (Zone Text Amendment), and 13-570-02 (Zone Change): Request to Amend the All-Affordable Housing Opportunity Program (AAHOP) Section within the 2006-2014 Housing Element and Supplement Part II, Establish the AAHOP and–AH Additive Zone Designation by Uncodified Ordinance, and add the "–AH" Designation to AAHOP-Designated Parcel Zone Designations.

RECOMMENDATION

That City Council:

1. Adopt a resolution amending Chapter 8 of the 2030 General Plan (PZ 13-620-01).
2. Approve the first reading by title only and subsequent adoption of an ordinance adopting an uncodified ordinance establishing the AAHOP with implementing regulations, and establishing the "–AH" additive zone designation (PZ 13-580-02).
3. Approve the first reading by title only and subsequent adoption of an ordinance applying the "–AH" additive to AAHOP-designated parcels (PZ 13-570-02).

DISCUSSION

The California Department of Housing and Community Development (HCD) establishes a Regional Housing Needs Assessment (RHNA) for all California jurisdictions and allocates housing units by extremely low, very low, low, moderate, and above moderate income classes. Oxnard's RHNA allocation for the 2006-2014 RHNA planning period was 7,093 units. Between 2009 and 2012, the 2006-2014 Housing Element was prepared in tandem with the 2030 General Plan and designated as Chapter 8. The 2006-2014 Housing Element was adopted on June 12, 2012 and received HCD certification on July 18, 2012. The All Affordable Housing Opportunity Program (AAHOP) is Program 3 within the 2006-2014 Housing Element, a key program designed to provide opportunities for development of quality very low and low income affordable housing with a relatively high degree of certainty on realistic sites, generally an acre in size, and fully within the City Urban Restriction Boundary (CURB). The establishment of AAHOP and rezoning of AAHOP-designated parcels by adding "-AH" to their existing zone designation is considered a rezoning action by HCD, necessary to be completed prior to submission of the 2014-2021 Housing Element, due by October 15, 2013. If the City does not implement AAHOP prior to the October 15, 2013 deadline, Government Code 65584.09

requires that the unmet RHNA target from the 2006-2014 planning period be added to the 2014-2021 RHNA target, resulting in a 2014-2021 RHNA of over 10,000 units. The proposed actions will implement AAHOP as adopted in the 2006-2014 Housing Element, satisfy HCD's rezoning requirement, and avoid this punitive measure.

General Plan Amendment (GPA)

The proposed 2030 General Plan amendment adds, deletes, and modifies text within Chapter 8, Section F.2 (pages 8F-4 to 8F-7) and within Table G-1, Program 3 (page 8G-10) to clarify meaning and create internal consistency with the proposed concurrent AAHOP ordinance. AAHOP-designated sites and their constituent respective parcels are listed in Supplement II and may only be changed by General Plan amendment. This GPA proposes that AAHOP Site D-01 be removed (owner has an active application for market-rate housing), Site B-13 be reduced in size (two parcels have developed with single-family homes), and new AAHOP Sites A-06 and A-07 be added (at the requests of their respective owners as each site has proposed an AAHOP affordable housing project that cannot be considered for approval absent an AAHOP ordinance). In addition, the AAHOP site "B" category heading of "Largely Vacant" is changed to "Largely Vacant or Underdeveloped," and the "C" category heading of "Large Vacant Structure" is changed to "Large Vacant Structure or Older Strip Centers" to more accurately reflect the existing uses within these sites.

As amended, Supplement II identifies 36 AAHOP sites with a total of 116 parcels for the potential development of very low and low income units, as shown below and in amended Supplement II, Table S-2. The remaining 2006-2014 RHNA need as of June, 2012 for very low and low income units was 1,928 units, demonstrating that Supplement II, as amended, is maintaining an inventory of potential AAHOP sites in excess of the applicable RHNA need.

Type	Description	Sites	Parcels	Units	
A	Vacant	7	23	657	29%
B	Largely Vacant or Underdeveloped	14	54	742	33%
C	Large Vacant Structure or Older Strip Centers	3	13	304	14%
D	Constrained Site	12	26	540	24%
		36	116	2,243	100%

Zone Text Amendment

The proposed uncodified AAHOP implementing ordinance with 18 implementing regulations directly copies text from the adopted Chapter 8, Section F.2 and within Table G-1, Program 3, and reformats the text into an ordinance format with additions or deletions to clarify meaning and create internal consistency. The ordinance establishes the AAHOP and "–AH" zone additive as zoning regulations that, although uncodified, have the same authority and applicability as regular zoning within Chapter 16 of the City Code. The "–AH" additive is not effective within the Coastal Zone unless and until similar amendments are adopted to the Oxnard Local Coastal Plan and Chapter 17 of the City Code (Coastal Zoning) and certified by the California Coastal Commission: there is one site, D-01, in the Coastal Zone. Adoption of the Zone Text amendment requires concurrent adoption of the proposed General Plan amendment to ensure consistency between the General Plan and zoning.

Zone Change

The proposed uncodified ordinance amends the current underlying zone designations for 116 parcels within the 36 AAHOP sites by adding the "-AH" additive. The R-3 zone designation becomes R-3-AH, for example. The additive designation would appear on the official City zoning map. The AAHOP additive does not change any allowed uses, development rights, entitlements, and or development standards pursuant to the underlying current zone designations. The AAHOP additive does not, in and of itself, create a nonconforming status for existing uses and/or improvements on AAHOP sites. The AHHOP additive merely allows these specific sites to be proposed for very low and low income housing under the AAHOP program.

Environmental Determination

The proposed actions are subject to review in accordance with the California Environmental Quality Act (CEQA). The certified 2030 General Plan Program EIR previously covered the adoption of the 2006-2014 Housing Element as the Housing Element does not increase 2030 population or housing projections or the various utilities and services related to that growth, and the 2030 General Plan includes policies and programs in place to evaluate and mitigate environmental impacts at a project level. AAHOP projects are subject to subsequent project-level CEQA review, and an AAHOP project with unmitigatable adverse environmental impacts may be denied per Government Code Section 65589.5. The proposed General Plan and zone text amendments and rezoning implement programs previously reviewed by the 2030 General Plan Program EIR. The two new AAHOP sites, A-06 and A-07, will undergo appropriate project level CEQA site-specific review when development is proposed.

Planning Commission

The Planning Commission unanimously recommended approval of the three actions at its meeting of June 6, 2013. Eight speakers spoke in favor of the recommended actions.

Staff Recommended Changes

Subsequent to the Planning Commission meeting, several AAHOP regulations changes were recommended to staff by affordable housing developers. The proposed changes within Exhibit A of the AAHOP uncodified ordinance are shown with ~~strikeout~~ or added text, as follows:

Part 4(C) 2. "Supplement II may be amended to add, remove, or modify the AH additive sites by the City Council as a ~~General Plan Amendment~~ component of an AAHOP zone change ordinance."

Part 4(C) 4. "The City commits to utilizing established attached dwelling unit development standards and modifying ~~multifamily development~~ numerical standards by plus or minus 10 percent, as necessary, to ensure ~~maximum~~ requested densities (up to the maximum allowed for the subject AAHOP site) and quality development are achieved for AAHOP projects."

Part 4(C) 5. "If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the ~~2006-2014~~ current RHNA planning period."

Part 4(C) 5. "If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the ~~2006-2014~~ current RHNA planning period."

Part 4(C) 15. "AAHOP project density is based on the site size less land dedications for roadway widening required by the ~~based either on the~~ 2030 General Plan Circulation Diagram (Figure 4-1) ~~or the mitigation of AH project traffic impacts~~."

FINANCIAL IMPACT

There are no significant new costs to administer the AAHOP within the Planning Division. One time legal newspaper and mailed notices total about $1,500.00 to be funded from General Fund operating budget of the Planning Division (101-4101).

(CW:cw)

Attachments:

1. General Plan Amendment Resolution with Exhibits A to C
2. Rezone Ordinance with Exhibit A
3. Zone Text Amendment Ordinance with Exhibit A
4. Planning Commission Resolution 2013-16, Zone Text Amendment Ordinance
5. Planning Commission Resolution 2013-17, General Plan Amendment
6. Planning Commission Resolution 2013-18, Rezone Ordinance

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE 2030 GENERAL PLAN, CHAPTER 8, SECTIONS F.2 TABLE G.1, AND SUPPLEMENT PART II TO BE CONSISTENT WITH THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) UNCODIFIED ORDINANCE. FILED BY CITY OF OXNARD, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith; and

WHEREAS, the City retained expert consultants to respond to HCD comments and direction resulting in the preparation of a draft dated February 2012 that was presented to the Planning Commission, Commission on Homelessness, and interested parties on several occasions between 2009 and June 2012; and

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) and an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of the 2030 General Plan, the Final PEIR was completed in accordance with CEQA and reflects the independent judgment and analysis of the City, and the Final PEIR was certified in accordance with Section 15090 of the State CEQA Guidelines; and

ATTACHMENT 1
1 OF 64

WHEREAS, the 2030 General Plan Final PEIR included the housing, population, traffic, and related projected growth that is reflected in the 2006-2014 Housing Element; and

WHEREAS, the City of Oxnard 2006-2014 Housing Element was adopted on June 12, 2012 and certified by the HCD on July 18, 2012; and

WHEREAS, the AAHOP was established within the 2006-2014 Housing Element as Program 3 and written in a style consistent with a planning document; and

WHEREAS, the 2006-2014 Housing Element Supplement, Part II identifies AAHOP sites and their constituent parcels; and

WHEREAS, the Development Services Director certifies that the cumulative inventory of very low and low income units possible within the amended 2006-2014 Housing Element Supplement Part II AAHOP sites exceeds the remaining RHNA need for very low and low income housing units as of June, 2013; and

WHEREAS, Part II to the Supplement to the 2006-2014 Housing Element is amended by removing AAHOP Site D-01 because the site is being developed with another use, renumbering AAHOP sites D-02 to D-13 to D-01 to D-12, respectively; and adding two sites, A-06 and A-07, at the owners' requests; and

WHEREAS, the Planning Commission of the City of Oxnard held a public hearing and, after consideration of public comments, recommended that the City Council adopt the proposed actions by a unanimous vote; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan, 2006-2014 Housing Element, PEIR, and Statement of Overriding Considerations and Findings of Fact are located in the Planning Division, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, the City Council of the City of Oxnard amends the 2030 General Plan, Chapter 8, Section F.2, Table G.1, and Supplement Part II as shown in Exhibits A, B, and C, respectively, to create consistency with the AAHOP ordinance and maintain an inventory of AAHOP sites.

PASSED AND ADOPTED this _th day of _____, 2013, by the following vote:

AYES:

NOES:

ATTACHMENT 1
PAGE 2 OF 64

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM

Alan Holmberg, City Attorney

ATTACHMENT 1
PAGE 3 OF 64

EXHIBIT "A"

F.2 The All Affordable Housing Opportunity Program (AAHOP) and Additive Zone (AH)

(A) To provide realistic and certain opportunity for developers and the non-profit sector to develop the remaining RHNA allocation of about 2,070 affordable units by mid-2014, the Housing Element establishes the All-Affordable Housing Opportunity Program (AAHOP) and as its main implementation tool, the Affordable Housing (AH) additive zone designation, similar to the Planned Development additive zone (PD, Section 16-270 of the City Code).

(B) Additive zone designations act as a suffix to the underlying zone designation. Under the AAHOP, the R-3 "Garden Apartment" zone would become the R-3-AH, "Garden Apartment - Affordable Housing." zone. The additive designation would be parcel specific to those sites designated in Part II of the Housing Element Supplement, as periodically updated (the Supplement). An ordinance is required to create the additive zone and identified parcels would receive the designation in a process similar to a Zone Change initiated by the City. The AH additive designation may be removed from a property ~~is~~ developed for another use and placed on one or more other properties through the rezoning process so that a 'rolling inventory' of AH-designated sites provides enough development opportunities for all-affordable housing to meet whatever is the then remaining RHNA need, as determined by the Development Services Director whenever Part II of the Supplement is updated.

(C) The following describes how the AAHOP and AH additive is implemented:

1. An AAHOP eligible project shall be a housing or mixed-use development wherein all housing units are affordable to extremely low-, very low-, or low-income (at any ratio). One manager's unit is exempt from the affordability requirement. The affordable units must be deed restricted for 30 years (consistent with Density Bonus Law unless additional affordability is required or requested). The allowable density for the AH additive zone is 18 – 39 units per acre, with most sites at 20 – 24 units per acre, as shown for each AAHOP site in Part II of the Supplement. Each AAHOP site will have a minimum of 20 units per acre except those designated for 18 units per acre which shall be at 18 units per acre minimum. Because the project is 100 percent affordable, it would automatically qualify for the 35 percent State density bonus at the developer's request by filing a Density Bonus permit request under applicable procedures and subject to applicable Density Bonus permit requirements.

2. Parcels and aggregations of parcels that will be designated with the AH additive zoning are shown in the Housing Element Supplement, Part II. AH-designated sites do not necessarily have to be available for sale or require owner permission, although both conditions are preferred. Supplement II may be amended to add, remove, or modify the AH additive sites by the City Council as a component of an AAHOP zone change ordinance.

ATTACHMENT 1
PAGE 4 OF 64

3. As the AH additive designation does not replace the 2030 General Plan or underlying zone designations any proposed use or development other than an all-affordable AAHOP project shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

4. The City commits to utilizing established attached dwelling unit development standards and modifying numerical standards by plus or minus 10 percent, as necessary, to ensure requested densities (up to the maximum allowed for the subject AAHOP site) and quality development are achieved for AAHOP projects.

5. If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the current RHNA planning period. AH-designation of alternative site or sites shall be required as part of a General Plan or zoning amendment, use permit, or other action that effectively removes the original AH-designated site from the AAHOP inventory. In the event the designation of replacement AAHOP site(s) is an added application to a project applicant who is otherwise seeking general plan and zone code consistent entitlements that do not require City Council approval, the City shall be responsible for the designation of replacement AAHOP site(s) within one year from the date of the approved entitlements.

6. A Development Design Review (DDR) process (City Code §16-525) is required for all AH-designated projects and Attached Dwelling Unit Development Standards apply (City Code §16-360 to 16-363). Other than a Density Bonus permit and/or subdivision map, no other discretionary review, such as a special use permit, planned unit development permit, shall be required.

7. Nothing in AAHOP prevents all or partially affordable housing projects on non-AH-designated sites pursuant to the applicable 2030 General Plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

8. AAHOP projects shall be consistent with an adopted specific plan, Urban Village strategy or concept plan, and the Downtown Strategic Plan wherever possible except for density and/or waiver of development standards necessary for the AH project's feasibility granted through the density bonus permit process or as provided in these regulations.

9. An AAHOP project shall be identified by the applicant at the time of the DDR application. The DDR application fee and applicable supplemental development and environmental analysis and impact fees are required. An AAHOP project applicant may identify and request one development standard concession as part of the DDR project application. Building heights have been set at six-stories by the 2030 General Plan and an increase in allowed stories up to six will not be counted as a concession. Additional concessions may be requested with the State-density bonus if applicable and requested as part of a separate companion Density Bonus permit

application.

10. Although the City has many all affordable housing projects, the City recognizes it can be difficult to develop an AAHOP project and will consider assistance if appropriate funds are available. Assistance: the City may consider includes: contributing inclusionary in-lieu funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and, parking reductions.

11. Nothing in the AH-additive zone requirements shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

12. AAHOP projects require an appropriate level of CEQA documentation and are required to pay applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for a project of comparable size and use. An AAHOP project may be exempt from CEQA under certain conditions. The City would continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.

13. AAHOP projects may incorporate commercial, office, civic, educational, and/or other compatible uses that contribute to neighborhood and community compatibility, establishment of a sense of place, and/or further the goals and objectives of a draft or adopted Sustainable Community Strategy (SB-375) and related traffic reduction policies and programs.

14. AAHOP projects may be subdivided in a manner that portions of the project may exceed the designated housing density or have a different compatible use, so long as the overall applicable default density is achieved.

15. AAHOP project density is based on the site size less land dedications for roadway widening required by the 2030 General Plan Circulation Diagram (Figure 4-1).

16. AAHOP projects shall incorporate good design principles and include on-site amenities appropriate for the resident population to be served.

17. AAHOP project applicants shall participate in at least one community workshop to present the AH project site design, circulation, and architectural elevations and receive public suggestions regarding design compatibility with surrounding uses and possible environmental impacts.

18. Although the City does not see AAHOP acting as a constraint to meeting the City's RHNA, the City has included 2006-2014 Housing Element Program 27 to monitor the

effectiveness of the AH additive zone and revise requirements as necessary.

(D) To determine additional parcels or groups of parcels that may be suitable for the AH additive zoning, potential sites shall be evaluated for their potential compatibility with adjacent land uses and availability of public services and found to either be suitable or have the potential to be suitable with careful design that provides buffers and transitions to adjoining neighborhoods.

(E) AAHOP sites are divided and denoted in Part II of the Supplement in one of four categories as follows:

A. **Vacant** - Land that is undeveloped (no structures) or is in agricultural use (but within the land area assumed develop by the 2030 General Plan and certified environmental impact report). These sites are largely ready to develop with minimal site preparation.
B. **Largely Vacant or Underdeveloped** - Minor structures and/or paving to be demolished, and homes and small business to be relocated.
C. **Large Vacant Structure or Older Strip Centers** - Possibility of commercial and/or market-rate housing mixed use due to location opportunity and/or need to create financial feasibility to remove a large or relatively old vacant commercial structure.
D. **Constrained Sites** - Sites with unique environmental or urban infill situations. These sites have challenges associated with their development, and their potential development was reduced accordingly, but none were considered significant enough to eliminate these sites as potential areas to provide affordable housing.

EXHIBIT "B"

Table G-1. Housing Element Implementation Programs Program	Objective (quantified/qualified)	Implements Policy	Implementation by					
						2013	2014	Ongoing
Program 3: **All-Affordable Housing Opportunity Program Zone (AH)** **(Programs 5 and 6 in Revised 2000-2005 Housing Element)** **Responsibility: Development Services** **Funding: General Fund, Proposition 84 and other grants**	Establish the AHHOP and AH additive zone designation, rezone sites to 'AH', and maintain a running inventory that meets or exceeds the remaining RHNA allocation need.	2.1 2.2 2.3 2.4				■		■ Within one year after certification of the Housing Element.

The AH additive zone has an allowable density of 18 – 39 units per acre, with most sites at 20-24-units per acre density for all-affordable housing projects (with the exception of 1 managers unit) or mixed-use projects with all-affordable housing (with the exception of 1 managers unit). The AH additive zone does not change the underlying General Plan or zone designations for all other uses and development review but acts as an additive zone (AH). The City will commit to utilizing established development standards and modifying multifamily development standards, as necessary, to ensure maximum densities are allowed.

The AH project applicant would be eligible for one development standard waivers or concessions such side yard setback and may also qualify for additional density bonuses, concessions, and incentives available consistent with State Density Bonus Law. In addition, the City (as appropriate and as funds are available) could contribute funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and/or parking reductions. AH additive zone projects would permit owner and renter occupied multifamily uses by right (without a SUP, planned unit development permit or other discretionary review). Each AAHOP site will have a minimum of 20 units per acre except those designated for 18 units per acre which shall be at 18 units per acre minimum. AAHOP projects are subject to environmental clearance consistent with State law. AAHOP sites may be deleted or added so long as capacity remains to meet the remaining RHNA target.

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PART II HOUSING ELEMENT SUPPLEMENT, PART II

Included in this supplement is the following:

- A detailed description of ~~Opportunity and~~ All Affordable Housing Opportunity Program sites (AAHOP), including maps of each site for very low and low income housing.
- Detailed information of a portion of the Riverpark Specific Plan for moderate and high income housing units.
- Detailed information about the Teal Club Specific Plan for moderate and high income housing units.

S.1 ~~Opportunity and~~ All- Affordable Housing Opportunity Sites

This Supplement provides a detailed description of all the opportunity sites and AH overlay sites the City is relying on to meet its remaining RHNA for very low and low income housing. Sites in Table S-2 are categorized into 4 main categories:

1. **Vacant .** Never developed, or in agricultural use. These sites are largely ready to develop with minimal site preparation.
2. **Largely Vacant or Underdeveloped**. Minor structures and/or paving to be demolished, small business to be relocated, less than five residences.
3. **Large Vacant Structure or Older Strip Centers.** Possibility of commercial and/or market-rate housing mixed use due to location opportunity and/or need to create financial feasibility to remove a large commercial structure.
4. **Constrained Sites .** Sites with unique environmental or urban infill situations.

Following Figure S-2, a detailed site by site description is included for sites listed in Table S-2. Each site description includes the following information:

- Reference number
- Parcel(s) numbers and selected ownership information
- Gross acreage of the entire site
- Net acreage after subtracting for probable road widenings or other development requirements
- 2030 General Plan land use designations

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- Zone designation as of ~~January 2011~~ June 2013
- Assumed density per acre for an all-affordable housing development or for the all-affordable portion of a mixed use development
- Estimated total potential affordable units net of demolition of existing unit(s), which are assumed affordable
- Whether the site is in a redevelopment project area
- Other assumptions and information relevant to feasibility
- An aerial photo with the site outlined, note a profile may include an image of a previously approved project site plan that has expired or is no longer active.

Table S-2 provides a summary of the ~~opportunity and~~ AAHOP sites and the estimated number of affordable units based on the analysis in **Section F**. **Table S-3** provides a listing of sites included in the Riverpark Specific Plan,

Figure S-1 maps the locations of the ~~opportunity and~~ AHHOP sites, ~~and~~ **Figure S-2** maps the locations of the AAHOP sites, and Figure S-3 illustrates proposed housing in the Teal Club Specific Plan.

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Table S-2 ~~Opportunity and~~ All Affordable Housing Opportunity Program Sites

Site #	APN	Site Description	Site Address	GP Des.	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
Vacant											
A-01	181005501	Vacant	2300 W Gonzales	RL	R1	2.8	1	24	22	Yes	VL/L
A-02	216006107	Vacant	1800 Camino Del Sol	CN	C2-PD	2.5	2.5	24	36	Yes-Mixed Use	VL/L
A-03	201027203	Vacant	141 E 7th Street	CBD	CBD	0.1	0.1	24	2		
	201027202	Vacant	~~no street address~~ east of 125 E 7th St	CBD	CBD	0.1	0.1	24	2		
	201027205	Vacant	125 E 7th Street	CBD	CBD	0.2	0.2	24	4		
	201027204	Vacant	131 E 7th Street	CBD	CBD	0.2	0.2	24	4		
	201021310	SFD residence	538 Meta Street	CBD	CBD	0.13	0.13	24	2		
	201021308	Vacant Site	~~no street address~~ south of 536 Meta St	CBD	CBD	0.4	0.4	24	8		
	201021309	3,000sf com.	536 Meta Street	CBD	CBD	0.26	0.26	24	5		
						1.39	1.39		27	Yes	VL/L
A-04	204002005	vacant	~~no street address~~ 1250 S Oxnard Blvd	CG	C-2 PD	0.55	0.55	24	8		
	204002008	vacant	~~no street address~~ 1240 S Oxnard Blvd	CG	C-2 PD	0.15	0.15	24	2		
	204002009	vacant	~~no street address~~ 1240 S Oxnard Blvd	CG	C-2 PD	0.15	0.15	24	2		
	204002010	vacant	~~no street address~~ 1220 S Oxnard Blvd	CG	C-2 PD	0.15	0.15	24	2		
	204002011	vacant	no street address north of 1220 S Oxnard	CG	C-2 PD	0.15	0.15	24	2		
	204002014	vacant	no street address north of 1210 S Oxnard	CG	C-2 PD	0.15	0.15	24	2		
	204002015	vacant	no street address north of 1210 S Oxnard	CG	C-2 PD	0.15	0.15	24	2		
	204002021	vacant	1210 S Oxnard Blvd	CG	C-2 PD	0.3	0.3	24	4		
	204002026	vacant	~~no street address~~	RM	R-3-PD	11.3	11.3	24	217		

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Site #	APN	Site Description	Site Address	GP Des.	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
			former drive in theater								
	204002027	vacant	~~no street address~~ 1246 S Oxnard Blvd	GC	C-2 PD	0.15	0.15	24	2		
	204002028	vacant	no street address north of 1246 S Oxnard	GC	C-2 PD	0.15	0.15	24	2	Yes-Mixed Use	
						13.35	13.35		246		VL/L
A-05	225001418	Vacant Site	2593 Etting Road	CG	C2-PD	13.9	11	24	211	Yes-Mixed Use	VL/L
A-06	200029134	Vacant Site	321 North F Street	RM	R3-PD	2.8	2.8	24	68	Yes	VL/L
A-07	225001402	Vacant Site	Between Japanese and Masonic cemeteries east of Olds and Etting Rds intersection	RLM	C-R*	2.0	2.0	24	48	Yes	VL/L
Largely Vacant or Underdeveloped											
B-01	139026007	Small Scale Demolition, Possible Mixed Use	2121 North Oxnard Boulevard	CG	C2-PD	5.2	4.5	24	65	Yes-Mixed Use	VL/L
B-02	222015201	Eagles lodge	4684 Saviers Road	RMH	C-2-PD*	1.16	1.16	24	17		
	222015202	propane gas distributor	4700 Saviers Road	RMH	C-2-PD*	0.59	0.59	24	8	Yes-Mixed Use	
						1.75	1.75		25		VL/L
B-03	202013301	vacant	416 W. Sixth Street	CBD	CBD	0.16	0.16	39	5		
	202013302	one story office bldg	613 South C Street	CBD	CBD	0.16	0.16	39	5		
	202013303	vacant	619 South C Street	CBD	CBD	0.16	0.16	39	5		
	202013304	vacant	625 South C Street	CBD	CBD	0.16	0.16	39	5		
	202013305	older SFR residence	637 South C Street	CBD	CBD	0.16	0.16	39	5		
	202013306	vacant	643 South C Street	CBD	CBD	0.16	0.16	39	5		
						0.96	0.96		30	Yes	VL/L
B-04	202018307	vacant	no address south of 844 S A St	CBD	CBD	0.08	0.08	39	2		
	202018309	commercial building	826 South A Street	CBD	CBD	0.16	0.16	39	4		
	202018310	vacant	no address south of 812 S A St	CBD	CBD	0.16	0.16	39	4		

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Site #	APN	Site Description	Site Address	GP Des	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
	202018311	vacant	312 South A Street	CBD	CBD	0.16	0.16	39	4		
	202018312	vacant	800, 808, and 810 S. A Street	CBD	CBD	0.16	0.16	39	4		
	202018314	vacant	no address south of 852 S A St	CBD	CBD	0.08	0.08	39	2		
	202018315	commercial building	127 - 131 Ninth Street	CBD	CBD	0.16	0.16	39	4		
	202018316	vacant	834 South A Street	CBD	CBD	0.16	0.16	39	4		
	202018317	commercial building	844 South A Street	CBD	CBD	0.16	0.16	39	4		
						1.28	1.28		30	Yes	VL/L
B-05	203006201	vacant	1227 South C Street	RLM	R3	0.49	0.49	24	11		
	203006202	2 SF residences	1239 South C Street	RLM	R3	0.49	0.49	24	11		
						0.98	0.98		21	Yes	VL/L
B-06	203012048	garage bldg	1309 - 1331 Saviers Rd	CG	C2	0.77	0.77	24	11		
	203012050	Com. strip center	1361 - 1367 Saviers Rd	CG	C2	0.24	0.24	24	3		
	203012041	2,500 sf total in two garage buildings	1369 South Saviers Rd	CG	C2	0.35	0.35	24	5		
						1.36	1.36		20	Yes- Mixed Use	VL/L
B-07	205044308	Com bldgs	3461 Saviers Road	CG	C2	4.2	4.2	24	60	Yes - Mixed use	VL/L
B-08	225001419	SF residence	2250 E Pleasant Valley	RLM	CR*	4.65	4.65	24	100		
	225001416	vacant, orchard	no address east of 2250 E P.Valley	RLM	CR*	2.49	2.49	24	54		
						7.14	7.14		154	Yes	VL/L
B-09	222016010	SF residence	234 Johnson Road	RLM	R2-PD	0.78	0.78	24	17		
	222016012	9 apartments	264 Johnson Road	RLM	R2-PD	0.54	0.54	24	12		
	222016013	SF residence	286 Johnson Road	RLM	R-1*	0.25	0.25	24	5		
	222016015	duplex	300 Johnson Road	RLM	R-1*	0.41	0.41	24	9		
	222016016	duplex	320 Johnson Road	RLM	R-1*	0.41	0.41	24	9		
						2.39	2.39		52	Yes	VL/L
B-10	223004102	greenhouse	5536 Cypress Road	RLM	R-2	3.84	3.84	24	83		

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Site #	APN	Site Description	Site Address	GP Des.	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
	223009001	greenhouse	5482 Cypress Road	RLM	R-2	1.38	1.38	24	30		
						5.22	5.22		113	Yes	VL/L
B-11	223004103	farmworkers group quarters	5690 Cypress Road	RLM	R3-PD	0.71	0.71	24	15		
	223004104	vacant	no address s of 5690 Cypress Rd	ILM**	M1-PD*	0.37	0.29	24	6		
						1.08	1.00		22	Yes	VL/L
B-12	222001126	residence, vehicle storage, buildings	5513 Saviers Road	CG	C-2 PD	0.92	0.92	24	13		
	222001111	vacant	5587 Saviers Road	CG	C-2 PD	0.45	0.45	24	6		
	222001128	vacant	5527 Saviers Road	CG	C-2 PD	0.92	0.92	24	13		
	222001127	vacant	5557 Saviers Road	CG	C-2 PD	0.92	0.92	24	13		
	222001130	vacant	161 W Hueneme Road	CG	C-2 PD	1.7	1.7	24	24		
	222001129	SF residence	5489 Saviers Road	CG	C-2 PD	0.92	0.92	24	13		
	222001110	auto repair station	5577 Saviers Road	CG	C-2 PD	0.31	0.31	24	4		
						6.14	6.14		88	Yes - Mixed Use	VL/L
B-13	222010201	vacant	110 W Pleasant Valley Rd	CG	C-2-PD	0.44	0.38	24	5		
	222010218	parking lot	no address n of 5141 Saviers Rd	CG	C-2-PD	0.13	0.13	24	2		
	222010219	restaurant	5141 Saviers Road	CG	C-2-PD	0.34	0.34	24	5		
	~~222010224~~	~~vacant~~	~~no address~~	~~CG~~	~~C-2-PD~~	~~0.1~~	~~0.1~~	~~24~~	~~1~~		
	222010225	vacant	no address n of 5141 Saviers Rd	CG	C-2-PD	0.01	0.01	24	0		
	~~222010226~~	~~vacant~~	~~5110 Charles Street~~	~~CG~~	~~C-2-PD~~	~~0.24~~	~~0.24~~	~~24~~	~~3~~		
	222010227	vacant	no address n of 5141 Saviers Rd	CG	C-2-PD				0		
						~~1.26~~ 0.92	~~1.2~~ 0.92		~~17~~ 12	Yes - Mixed Use	VL/L
B-14	202005409	Vacant. bldg	136 South B Street	CG	C-2	0.16	0.16	24	2		
	202005408	parking lot	no address s of 136 S B Street	CG	C-2	0.16	0.16	24	2		

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Site #	APN	Site Description	Site Address	GP Des	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
	202005407	Vacant building (city owned)	241 W Second Street	CG	C-2	0.32	0.32	24	5		
	202005410	vacant	no address n of 136 S B Street	CG	C-2	0.16	0.16	24	2		
	202005404	vacant	131 South A Street	CG	C-2	0.16	0.16	24	2		
	202005403	vacant	121 South A Street	CG	C-2	0.16	0.16	24	2		
	202005402	vacant	111 South A Street	CG	C-2	0.16	0.16	24	2	Yes-Mixed Use	
						1.28	1.28		18		VL/L
Large Vacant Structure or Older Strip Centers											
C-01	142001034	parking lot	no address n of 2420 N Oxnard	CG	C2-PD	5.3	5.3	24	76		
	142002101	vacant for sale	2420 N Oxnard Blvd. (former Levitz Furniture)	CG	C2-PD	3.6	3.6	24	52	Yes - Mixed Use	
						8.9	8.9		128		VL/L
C-02	205014132	Vacant bldg	1345 West Channel Islands Boulevard (former K-Mart)	CG	C2-PD	7.8	7	18	76	Yes-Mixed Use	VL/L
C-03	222008229	older strip com. bldg	201 W Hueneme Road	CG	C-PD*	0.7	0.7	18	8		
	222001128	older strip com. bldg	227 W Hueneme Road	CG	C-PD*	1.37	1.37	18	15		
	~~222001127~~	~~vacant~~	~~no address~~	~~CG~~	~~C-PD*~~	~~0.27~~	~~0.27~~	~~18~~	~~3~~		
	~~222001126~~	~~vacant~~	~~no address~~	~~CG~~	~~C-PD*~~	~~1.09~~	~~1.09~~	~~18~~	~~12~~		
	222008265	older strip com. bldg	441 W Hueneme Road	CG	C-2	0.29	0.29	18	3		
	222008263	older strip com. bldg	451 W Hueneme Road	CG	C-2	1.48	1.48	18	16		
	222008257	older strip com. bldg	527 W Hueneme Road	CG	C-2	0.59	0.59	18	6		
	222008255	older strip com. bldg	541 W Hueneme Road	CG	C-2	0.59	0.59	18	6		
	222008256	parking lot	555 W Hueneme Road	CG	C-2	0.29	0.29	18	3		
	222008258	older strip com. bldg	561 W Hueneme Road	CG	C-2	0.3	0.3	18	3		
	222008259	Vacant	East of 441 W Hueneme	CG	C-2	1.1	1.1	18	20		
	222008258	vacant	East of 441 W Hueneme	CG	C-2	0.27	0.27	18	5		
						~~6.97~~ 6.98	~~6.97~~ 6.98		~~75~~ 85	Yes-Mixed Use	VL/L

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Site #	APN	Site Description	Site Address	GP Des	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
Constrained Site											
~~D-01~~	~~196001027~~	~~Unique Characteristics~~	~~North of Catamaran Street~~	~~Coastal Res~~	~~RP~~	~~9~~	~~7~~	~~24~~	~~151~~	~~Yes~~	~~VL/L~~
~~D-02~~ D-01	188011045	Unique Characteristics	Southeast corner of Wooley Road and Harbor Boulevard	Visitor Com-mercial	RP*	11.2	6	24	130	Yes	VL/L
~~D-03~~ D-02	203005019	Church	750 W Wooley Road	RL	R-1	0.99	0.25	24	5		
	203005024	SF residence	624 W Wooley Road	RL	R-1	1.11	1.11	24	24		
						2.1	1.36		29	Yes	VL/L
~~D-04~~ D-03	203007028	vacant	1132 South C Street	CG	C-PD*	0.29	0.29	24	6		
	203007027	4 SF units	1150 South C Street	RLM*	R-3	0.93	0.93	24	20		
						1.22	1		26	Yes	VL/L
~~D-05~~ D-04	217003002	Unique Characteristics	1450 Rose Avenue	RM	R3-PD	1.7	1	24	22	Yes	VL/L
~~D-06~~ D-05	205014132	Unique Characteristics	105 W. Pleasant Valley ~~Shopping Center~~	CG	C2	7.8	3	18	32	~~No-~~ Yes Mixed Use	~~Mod~~ VL/L
~~D-07~~	200010002	car dealership	1341 N. Oxnard Blvd	CG	C2-PD	2.82	2.82	24	41		
D-06	200010003	car dealership	1345 N. Oxnard Blvd.	CG	C2-PD	1.13	1.13	24	16		
	200010004	car dealership	no address n of 1341 N Oxnard Blvd	CG	C2-PD	4.47	4.47	24	64	Yes- Mixed Use	
						8.42	8.42		121		VL/L
~~D-08~~ D-07	200008219		1205 N. Oxnard Blvd.	CG	C2-PD	2.8	2.5	24	36	Yes	VL/L
~~D-09~~ D-08	201027305	used auto sales	830 S Oxnard	CBD	CBD	0.16	0.16	39	5		
	201027306	used auto sales parking lot	820 S Oxnard	CBD	CBD	0.32	0.32	39	10		
	201027307	used auto sales	830 S Oxnard	CBD	CBD	0.24	0.24	39	7		
	201027308	used auto sales parking lot	804 S Oxnard	CBD	CBD	0.24	0.24	39	7		
	201027309	used auto sales	750 S Oxnard	CBD	CBD	0.32	0.32	39	10	Yes-	

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Site #	APN	Site Description	Site Address	GP Des.	Zoning	Total Acreage	Buildable Acreage	Allowable Density	Site Capacity	All Affordable Overlay Site	Affordability Level
						1.28	1.28		40	Mixed Use	VL/L
~~D-10~~ D-09	201028211		950 S. Oxnard Blvd.	CBD	CBD	1.4	1.4	39	44	Yes	VL/L
~~D-11~~ D-10	203007034		1111 S. Saviers Road	CG	C2	1.4	1.3	24	19	Yes-Mixed Use	VL/L
~~D-12~~ D-11	204006003	auto shop	1225 S Oxnard	CG	CM-PD*	0.6	0.6	18	6		
	204006004	small offices	1243 S Oxnard	CG	CM-PD*	0.7	0.7	18	8		
	204006012	vacant	1251 S Oxnard	CG	CM-PD*	0.85	0.85	18	9		
	204006013	9 low income apartments	1263 S Oxnard	CG	CM-PD*	0.5	0.5	18	5	Yes-Mixed Use	
						2.65	2.65		29		VL/L
~~D-13~~ D-12	204007301	bar	1325 S Oxnard	CG	C-2	0.34	0.34	24	5		
	204007302	auto sales	1345 S Oxnard	CG	C-2	0.34	0.34	24	5		
	204007317	auto sales	1345 S Oxnard	CG	C-2	0.17	0.17	24	2		
	204007318	auto sales	1401 S Oxnard	CG	C-2	0.17	0.17	24	2	Yes-Mixed Use	
						1.02	1.02		15		VL/L
								TOTAL ALL AAHOP SITES	2,243	143 parcels	

* Indicates need for zone change for consistency with 2030 General Plan

** 2030 General Plan change required to allow residential use.

Note: The CR zone actually allows for farmworker housing, mobilehomes, residential care facility, and for special low and very low income housing.

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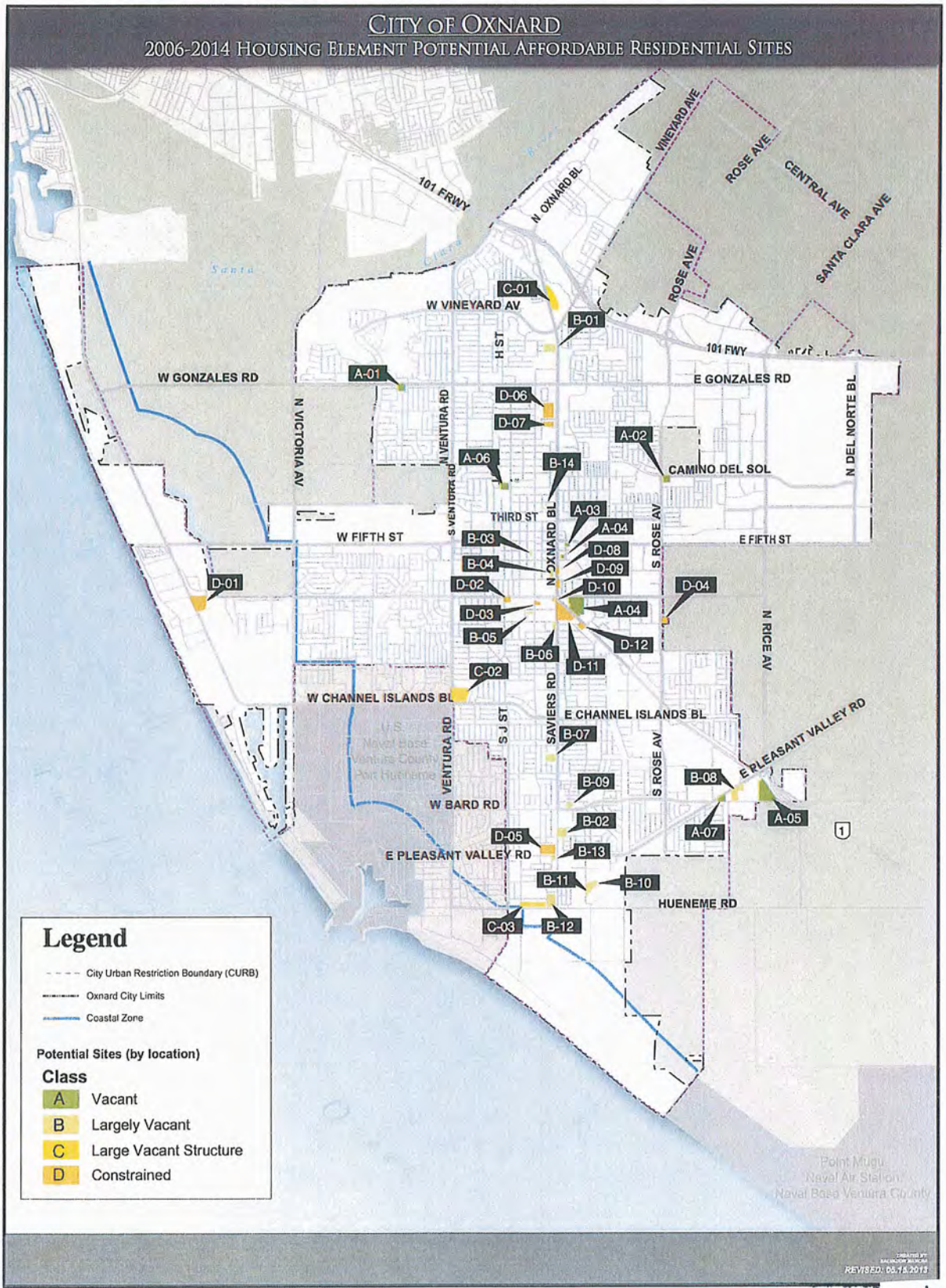
Figure S-1 Affordable Residential Sites. (revised and replaced)



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S.2 Riverpark Specific Plan

Table S-3 Riverpark Specific Plan Sites

Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
1	133024111	RLM	R-2	0.09	12	1
2	133024112	RLM	R-2	0.08	12	1
3	133024113	RLM	R-2	0.09	12	1
4	133025118	RLM	R-2	0.10	12	1
5	133025102	RLM	R-2	0.11	12	1
6	133025103	RLM	R-2	0.11	12	1
7	133025117	RLM	R-2	0.14	12	1
8	133025104	RLM	R-2	0.11	12	1
9	133025116	RLM	R-2	0.11	12	1
10	133025105	RLM	R-2	0.11	12	1
11	133025115	RLM	R-2	0.11	12	1
12	133025114	RLM	R-2	0.11	12	1
13	133025107	RLM	R-2	0.09	12	1
14	133025113	RLM	R-2	0.11	12	1
15	133025112	RLM	R-2	0.14	12	1
16	133025111	RLM	R-2	0.09	12	1
17	133025211	RLM	R-2	0.08	12	1
18	133025217	RLM	R-2	0.08	12	1
19	133025212	RLM	R-2	0.08	12	1
20	133025216	RLM	R-2	0.08	12	1
21	133025215	RLM	R-2	0.08	12	1
22	133025214	RLM	R-2	0.08	12	1
23	133025213	RLM	R-2	0.08	12	1
24	133025201	RLM	R-2	0.11	12	1
25	133025202	RLM	R-2	0.08	12	1
26	133025205	RLM	R-2	0.08	12	1
27	133025203	RLM	R-2	0.08	12	1
28	133025204	RLM	R-2	0.08	12	1
29	133025228	RLM	R-2	0.10	12	1
30	133025225	RLM	R-2	0.09	12	1
31	133025224	RLM	R-2	0.11	12	1
32	133025223	RLM	R-2	0.11	12	1
33	133025222	RLM	R-2	0.08	12	1
34	133025206	RLM	R-2	0.08	12	1
35	133025221	RLM	R-2	0.08	12	1
36	133025207	RLM	R-2	0.08	12	1
37	133025220	RLM	R-2	0.08	12	1
38	133025208	RLM	R-2	0.08	12	1
39	133025219	RLM	R-2	0.08	12	1

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Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
40	133025209	RLM	R-2	0.08	12	1
41	133025218	RLM	R-2	0.08	12	1
42	133025210	RLM	R-2	0.08	12	1
43	133025301	RLM	R-2	0.13	12	1
44	133025302	RLM	R-2	0.11	12	1
45	133025303	RLM	R-2	0.11	12	1
46	133025304	RLM	R-2	0.11	12	1
47	133025315	RLM	R-2	0.14	12	1
48	133025305	RLM	R-2	0.11	12	1
49	133025314	RLM	R-2	0.11	12	1
50	133025306	RLM	R-2	0.11	12	1
51	133025313	RLM	R-2	0.11	12	1
52	133025307	RLM	R-2	0.11	12	1
53	133025312	RLM	R-2	0.11	12	1
54	133025308	RLM	R-2	0.11	12	1
55	133025311	RLM	R-2	0.11	12	1
56	133025310	RLM	R-2	0.11	12	1
57	133025309	RLM	R-2	0.11	12	1
58	133025413	RLM	R-2	0.11	12	1
59	133025412	RLM	R-2	0.11	12	1
60	133025401	RLM	R-2	0.12	12	1
61	133025402	RLM	R-2	0.11	12	1
62	133025403	RLM	R-2	0.11	12	1
63	133025404	RLM	R-2	0.11	12	1
64	133025405	RLM	R-2	0.11	12	1
65	133025411	RLM	R-2	0.11	12	1
66	133025406	RLM	R-2	0.11	12	1
67	133025410	RLM	R-2	0.11	12	1
68	133025409	RLM	R-2	0.11	12	1
69	133025408	RLM	R-2	0.11	12	1
70	133025407	RLM	R-2	0.11	12	1
71	133025501	RLM	R-2	0.11	12	1
72	133025503	RLM	R-2	0.11	12	1
73	133025502	RLM	R-2	0.11	12	1
74	common-p	RLM	R-2	0.09	12	1
75	133026018	RLM	R-2	0.15	12	1
76	133026019	RLM	R-2	0.11	12	1
77	133026013	RLM	R-2	0.11	12	1
78	133026017	RLM	R-2	0.11	12	1
79	133026020	RLM	R-2	0.11	12	1
80	133026012	RLM	R-2	0.16	12	2

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Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
81	133026021	RLM	R-2	0.11	12	1
82	133026011	RLM	R-2	0.11	12	1
83	133026022	RLM	R-2	0.11	12	1
84	133026010	RLM	R-2	0.11	12	1
85	133026009	RLM	R-2	0.11	12	1
86	133026002	RLM	R-2	0.09	12	1
87	133026008	RLM	R-2	0.11	12	1
88	133026007	RLM	R-2	0.13	12	1
89	133026006	RLM	R-2	0.09	12	1
90	common-p	RLM	R-2	0.13	12	1
91	133027210	RLM	R-2	0.08	12	1
92	133027215	RLM	R-2	0.19	12	2
93	133027211	RLM	R-2	0.08	12	1
94	133027214	RLM	R-2	0.10	12	1
95	133027225	RLM	R-2	0.09	12	1
96	133027201	RLM	R-2	0.14	12	1
97	133027202	RLM	R-2	0.11	12	1
98	133027203	RLM	R-2	0.11	12	1
99	133027204	RLM	R-2	0.11	12	1
100	133027205	RLM	R-2	0.11	12	1
101	133027206	RLM	R-2	0.11	12	1
102	133027221	RLM	R-2	0.09	12	1
103	133027207	RLM	R-2	0.21	12	2
104	133027220	RLM	R-2	0.13	12	1
105	133027209	RLM	R-2	0.08	12	1
106	133027219	RLM	R-2	0.11	12	1
107	133027218	RLM	R-2	0.11	12	1
108	133027217	RLM	R-2	0.11	12	1
109	133027216	RLM	R-2	0.11	12	1
110	133027301	RLM	R-2	0.15	12	1
111	133027302	RLM	R-2	0.12	12	1
112	133027303	RLM	R-2	0.12	12	1
113	133027304	RLM	R-2	0.20	12	2
114	133027314	RLM	R-2	0.09	12	1
115	133027305	RLM	R-2	0.13	12	1
116	133027313	RLM	R-2	0.14	12	1
117	133027312	RLM	R-2	0.13	12	1
118	133027311	RLM	R-2	0.21	12	2
119	133027310	RLM	R-2	0.10	12	1
120	common-p	RLM	R-2	0.12	12	1
121	133027318	RLM	R-2	0.09	12	1

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Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
122	133025108	RLM	R-2	0.08	12	1
123	133025109	RLM	R-2	0.08	12	1
124	133025110	RLM	R-2	0.08	12	1
125	133025227	RLM	R-2	0.09	12	1
126	133025226	RLM	R-2	0.09	12	1
127	133026014	RLM	R-2	0.10	12	1
128	133026016	RLM	R-2	0.10	12	1
129	133026015	RLM	R-2	0.10	12	1
130	133026003	RLM	R-2	0.08	12	1
131	133026004	RLM	R-2	0.08	12	1
132	133026005	RLM	R-2	0.08	12	1
133	133027212	RLM	R-2	0.08	12	1
134	133027213	RLM	R-2	0.08	12	1
135	133027224	RLM	R-2	0.08	12	1
136	133027223	RLM	R-2	0.08	12	1
137	133027222	RLM	R-2	0.08	12	1
138	133027315	RLM	R-2	0.08	12	1
139	133027306	RLM	R-2	0.08	12	1
140	133027307	RLM	R-2	0.08	12	1
141	133027308	RLM	R-2	0.08	12	1
142	133027309	RLM	R-2	0.08	12	1
143	133027317	RLM	R-2	0.08	12	1
144	133027316	RLM	R-2	0.08	12	1
145	133024101	RLM	R-2	0.09	12	1
146	133024102	RLM	R-2	0.08	12	1
147	133024103	RLM	R-2	0.08	12	1
148	133024104	RLM	R-2	0.08	12	1
149	133024105	RLM	R-2	0.08	12	1
150	133024106	RLM	R-2	0.08	12	1
151	133024122	RLM	R-2	0.10	12	1
152	133024107	RLM	R-2	0.08	12	1
153	133024121	RLM	R-2	0.08	12	1
154	133024108	RLM	R-2	0.08	12	1
155	133024109	RLM	R-2	0.16	12	2
156	133024120	RLM	R-2	0.08	12	1
157	133024119	RLM	R-2	0.08	12	1
158	133024118	RLM	R-2	0.08	12	1
159	133024110	RLM	R-2	0.13	12	1
160	133024117	RLM	R-2	0.08	12	1
161	133024116	RLM	R-2	0.08	12	1
162	133024115	RLM	R-2	0.13	12	1

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Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
163	133024114	RLM	R-2	0.11	12	1
164	133024201	RLM	R-2	0.08	12	1
165	133024202	RLM	R-2	0.10	12	1
166	133024205	RLM	R-2	0.08	12	1
167	133024204	RLM	R-2	0.08	12	1
168	133024203	RLM	R-2	0.09	12	1
169	133024301	RLM	R-2	0.11	12	1
170	133024302	RLM	R-2	0.11	12	1
171	133024303	RLM	R-2	0.11	12	1
172	133024304	RLM	R-2	0.11	12	1
173	133024305	RLM	R-2	0.11	12	1
174	133024316	RLM	R-2	0.11	12	1
175	133024306	RLM	R-2	0.11	12	1
176	133024315	RLM	R-2	0.11	12	1
177	133024308	RLM	R-2	0.11	12	1
178	133024314	RLM	R-2	0.11	12	1
179	133024309	RLM	R-2	0.16	12	2
180	133024313	RLM	R-2	0.11	12	1
181	133024312	RLM	R-2	0.11	12	1
182	133024311	RLM	R-2	0.11	12	1
183	133024310	RLM	R-2	0.19	12	2
184	133024401	RLM	R-2	0.11	12	1
185	133024402	RLM	R-2	0.11	12	1
186	133024403	RLM	R-2	0.11	12	1
187	133024404	RLM	R-2	0.11	12	1
188	133024408	RLM	R-2	0.11	12	1
189	133024407	RLM	R-2	0.11	12	1
190	133024406	RLM	R-2	0.11	12	1
191	133024405	RLM	R-2	0.12	12	1
192	133024510	RLM	R-2	0.11	12	1
193	133024511	RLM	R-2	0.11	12	1
194	133024519	RLM	R-2	0.11	12	1
195	133024512	RLM	R-2	0.11	12	1
196	133024518	RLM	R-2	0.11	12	1
197	133024513	RLM	R-2	0.14	12	1
198	133024517	RLM	R-2	0.11	12	1
199	133024516	RLM	R-2	0.11	12	1
200	133024515	RLM	R-2	0.11	12	1
201	133024514	RLM	R-2	0.16	12	2
202	133024522	RLM	R-2	0.11	12	1
203	133024509	RLM	R-2	0.11	12	1

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Site #	APN	General Plan	Zoning	Acreage	Allowable Density	80% Capacity
204	133024521	RLM	R-2	0.11	12	1
205	133024501	RLM	R-2	0.11	12	1
206	133024502	RLM	R-2	0.11	12	1
207	133024503	RLM	R-2	0.11	12	1
208	133024504	RLM	R-2	0.11	12	1
209	133024526	RLM	R-2	0.11	12	1
210	133024505	RLM	R-2	0.11	12	1
211	133024525	RLM	R-2	0.11	12	1
212	133024506	RLM	R-2	0.11	12	1
213	133024524	RLM	R-2	0.11	12	1
214	133024507	RLM	R-2	0.11	12	1
215	133024523	RLM	R-2	0.11	12	1
216	133024508	RLM	R-2	0.11	12	1
217	133024520	RLM	R-2	0.07	12	1
218	133024614	RLM	R-2	0.11	12	1
219	133024613	RLM	R-2	0.11	12	1
220	133024612	RLM	R-2	0.11	12	1
221	133024611	RLM	R-2	0.11	12	1
222	133024610	RLM	R-2	0.11	12	1
223	133024609	RLM	R-2	0.11	12	1
224	133024608	RLM	R-2	0.11	12	1
225	133024607	RLM	R-2	0.11	12	1
226	133024606	RLM	R-2	0.11	12	1
227	133024605	RLM	R-2	0.11	12	1
228	133024604	RLM	R-2	0.11	12	1
229	133024603	RLM	R-2	0.11	12	1
230	133025122	RLM	R-2	0.11	12	1
231	133025121	RLM	R-2	0.09	12	1
232	133025120	RLM	R-2	0.09	12	1
233	133025101	RLM	R-2	0.13	12	1
234	133025119	RLM	R-2	0.09	12	1
	Total Capacity			**24.66**		**237**

Source: City of Oxnard, December 2011

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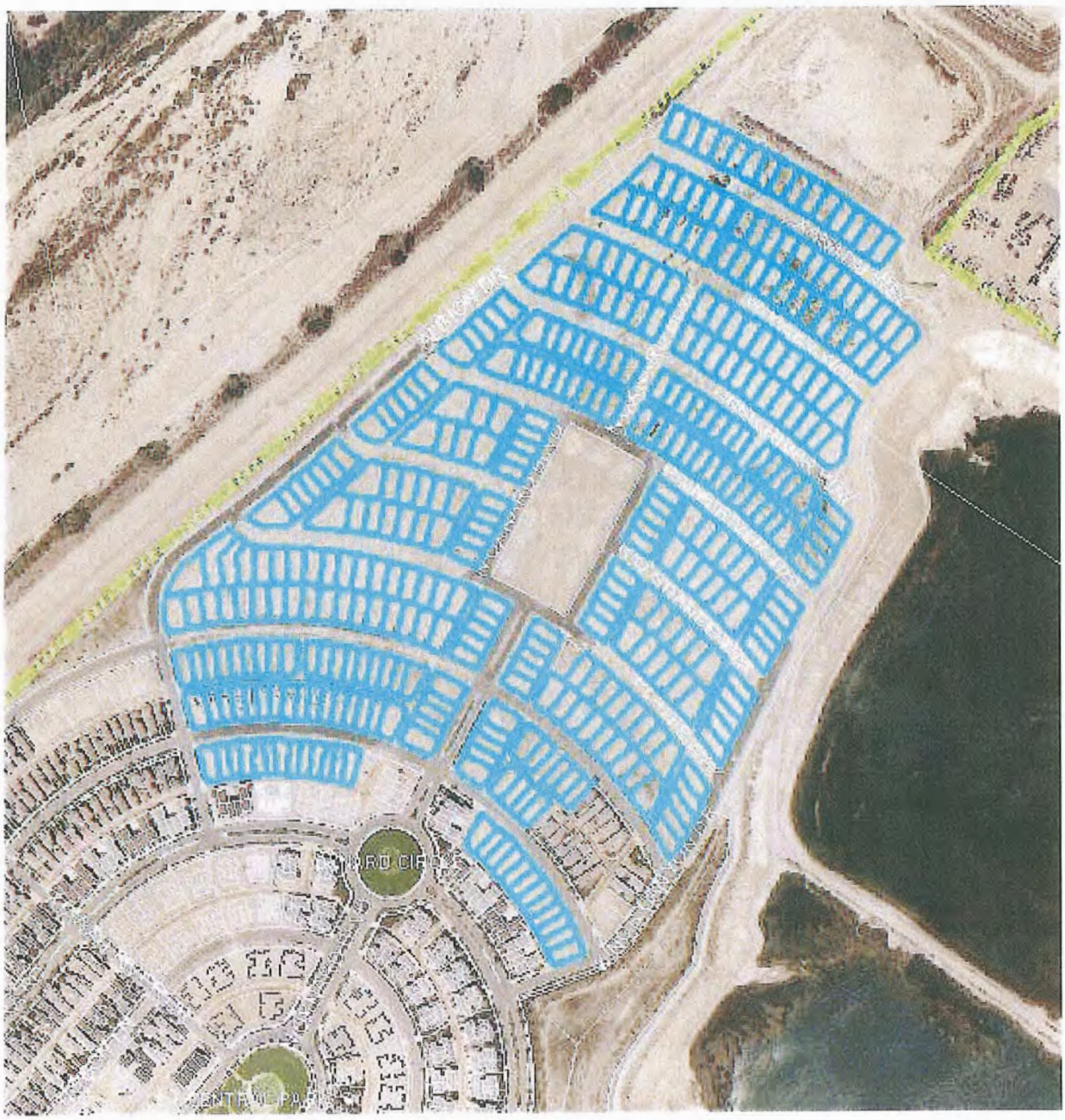
Figure S-2: Riverpark Sites



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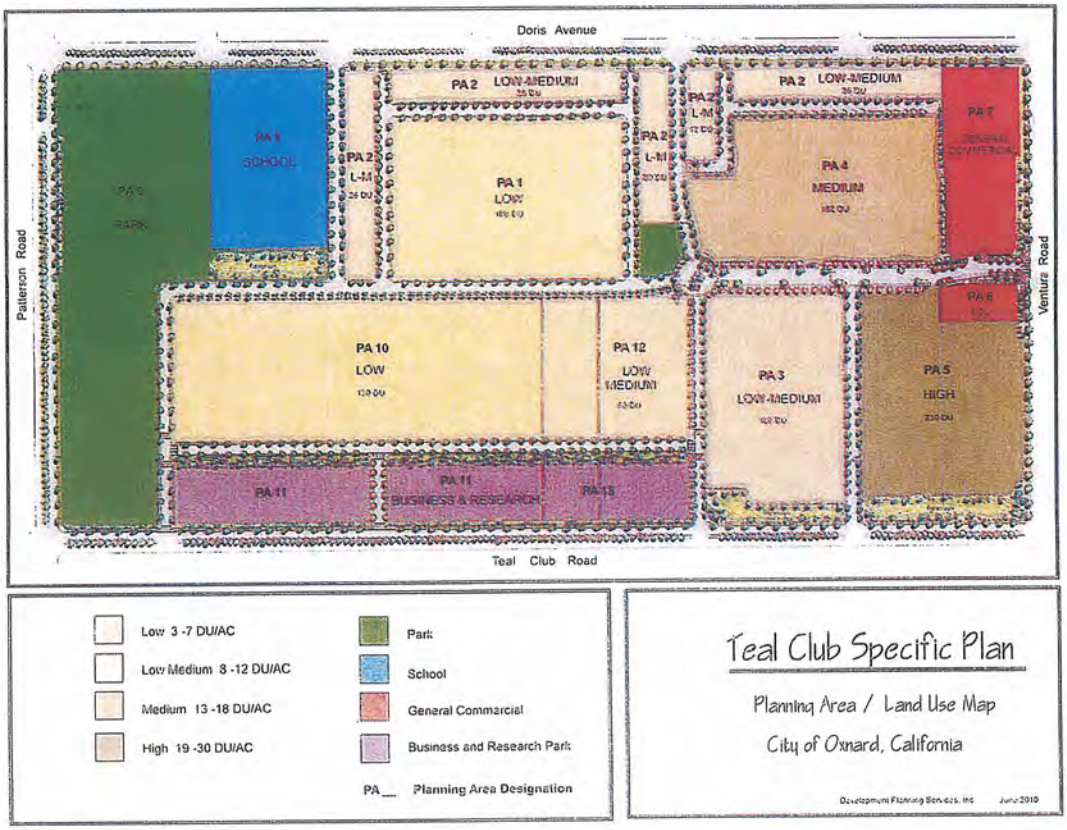
S.3 Teal Club Specific Plan



	Land Use	Allowable Density	Approx. Acreage	Projected Units
Phase 1				
	LDR	3-7	16.8	108
	LMDR	8-12	22.5	232
	MDR	13-18	11.8	192
	HDR	19-30	10.9	230
	Mixed Use		n/a	8
Phase 2				
	LDR	3-7	20.3	130
	LMDR	8-12	8.7	90

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Figure S-3: Teal Club Site

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A-01 2300 W Gonzales

Parcel Number(s)	181005501
Site Size (acre)	2.8
Buildable Area	1
2030 General Plan	RL
Current Zoning	R1
Density (units per acre)	24
Estimated Net Affordable Units	22
Redevelopment Area	No

This site is currently largely vacant with a Church located on a portion of the site. The site would be suitable for more intense residential development and a higher density would be compatible with the surrounding neighborhoods. The owners of this site have expressed interest in developing a church affiliated low income senior housing development.

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A-02 1800 Camino Del Sol

Parcel Number(s)	216006107
Site Size (acre)	2.5
Buildable Area	2.5
2030 General Plan	Commercial Neighborhood (CN)
Current Zoning	C2-PD
Assumed Density (units per acre)	24
Estimated Affordable Units	36
Redevelopment Area	Yes (HERO)

This was site #17 in the 1998-2005 Housing Element.

The 120 unit all-affordable Camino del Sol apartment building was completed on the adjacent parcel in 2007. The remainder corner site was approved for a church; the site is now for lease. There is a park immediately west, medium density housing to the south and the site will eventually be served by recycled water. The 107-acre tract to the north has applied for annexation. The corner area immediately north is designated for a neighborhood commercial center which makes this parcel an ideal candidate for high density housing. .

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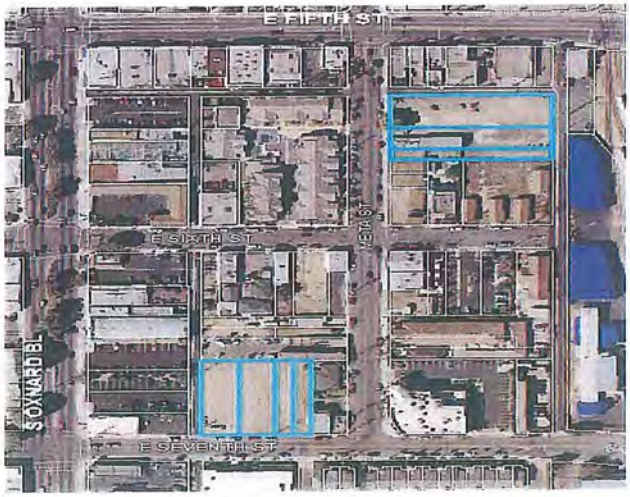
A-03 Meta Street District Sites

(536, 538 Meta Street; 125, 131, 141, E 7th Street)



Parcel Numbers (south area)	201027203, 201027202, 201027205, 201027204
Parcel Numbers (north area)	201021310, 201021308, 201021309
Site Size (acre)	1.39
Buildable Area	1.39
2030 General Plan	CBD
Current Zoning	CBD
Density (units per acre)	39
Estimated Affordable Units	43
Redevelopment Area	Yes (CCRP & CBD)

These sites are within the draft Meta District Plan which calls for more medium density housing. The 24-unit Meta Street farmworker housing project, completed in 2007, is on the NEC of Meta and Sixth Streets.

The northern site was Site # 20 in the 1998-2005 Housing Element.

The four-parcel south area is publically owned. Two of the north area parcels are in a private trust, the southernmost parcel is owned by the Oxnard Redevelopment Agency. The north area has two small buildings; one may be a small residence.
Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing

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A-04 1210 Oxnard Boulevard

(former drive-in theater)

Parcel Number(s)	204002005, 204002008,04002009,204002010,204002011, 204002014, 204002015,204002021, 204002026,204002027, 204002028
Site Size (acre)	13.35
Buildable Area	13.35
2030 General Plan	Commercial General (CG), Residential Medium (RM), Park (PK)
Current Zoning	C2-PD, R3-PD, C-R
Density (units per acre)	24
Estimated Affordable Units	246
Redevelopment Area	Yes (CCRP)

This is a former drive in theater where a housing project with commercial uses fronting Oxnard Blvd. was approved in 2007 for 190 units, this project expired. The site is owned by Pacific Theaters Corporation and is available for redevelopment to high density housing. Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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A-05 2593 Etting Road

Parcel Number(s)	225001418
Site Size (acre)	13.9
Buildable Area	11.0
2030 General Plan	Residential Low Medium (RLM)
Current Zoning	CR
Density (units per acre)	24
Estimated Affordable Units	211
Redevelopment Area	No

This was site #14 in the 1998-2005 Housing Element.

The site was reduced in size due to the widening of Rice Avenue/Rte 1 on-ramps. The site is in active agriculture and owned by the Nishimoto Trust. About 3 acres would be needed to buffer a residential use from the Rice Avenue ramps and agriculture to the south. The former ramp and interchange ROW to the immediate north of the site is public and could be utilized for access to Pleasant Valley Road and convenience neighborhood commercial uses. Mobile home parks are located to the immediate west.

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A-06 251 North F Street (NEW)

Parcel Number(s)	200029134
Site Size (acre)	2.8
Buildable Area	2.8
2030 General Plan	Residential Medium (RM)
Current Zoning	R3-PD
Density (units per acre)	24
Estimated Affordable Units	68
Redevelopment Area	No

Site was a parking lot for the former St John's Hospital, adjacent to the north. The hospital building was converted to 229 units of low income seniors and is occupied, known as Sycamore Village.

An application for tax-credit financing of additional low income seniors units is Proposal by the site owner and would share some facilities with Sycamore Village.

Preliminary design review demonstrates and 2 and 3 story building with adequate parking is feasible and compatible with the neighborhood.

Surrounding uses are apartments, Sycamore Village, and single family homes.

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A-07 Etting Road (NEW)

No address. Located between Japanese Cemetery (west) and Masonic Cemetery (east), east of Olds Road, Etting Road, and Pleasant Valley Road intersection

Parcel Number(s)	225001402
Site Size (acre)	2.0
Buildable Area	2.0
2030 General Plan	Residential Low Medium (RLM)
Current Zoning	CR
Density (units per acre)	24
Estimated Affordable Units	48
Redevelopment Area	No

This site is owned by the same family that owns site A-05. An active application demonstrates that site design can respect the two adjoining cemeteries. The site is vacant with no significant development issues. Adjoining uses are the two cemeteries, single family and mobile home housing. An elementary and middle school are within walking distance.

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B-01 2121 North Oxnard Boulevard

Parcel Number(s)	139026007
Site Size (acre)	5.2
Buildable Area	4.5
2030 General Plan	Commercial General (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Affordable Units	65
Redevelopment Area	No

This site is essentially a large parking lot for RV storage and auto sales. The rear half of the site is not paved. There are two garage and sales office buildings that would have to be demolished. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. The site has low density housing to the west, a RV park to the north, and a shopping center and medium density housing to the south. A frontage road is included in the parcel of about 0.75 acres. Because the site is mostly undeveloped it makes it an ideal candidate for redevelopment.

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B-02 4684 and 4700 Saviers

Parcel Number(s)	222015201 & 222015202
Site Size (acre)	1.75
Buildable Area	1.75
2030 General Plan	High Residential
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	25

This site is largely vacant with a large parking lot and a few older buildings, one currently in use for the Fraternal Order of Eagles. This site is suitable for more intense residential development.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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B-03 600 Block South C Street

(416 W 6th Street, 613, 619 S, 627 , 637, 643 S C St)

Parcel Number(s)	202013301, 202013302, 202013303, 202013304, 202013305, 202013306
Site Size (acre)	0.96
Buildable Area	0.96
2030 General Plan	Central Business District (CBD)
Current Zoning	Central Business District (CBD)
Density (units per acre)	39
Estimated Net Affordable Units	30
Redevelopment Area	Yes (CBD)

The Oxnard Knights of Columbus, located immediately across the alley, owns two of the parcels. An occupied older small home (1920s) and older small business which looks to be unoccupied are on two other parcels.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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B-04 800 Block South A Street

(800 to 860 South A St.)

Parcel Number(s)	202018307, 202018309, 202018310, 202018311, 202018312, 202018314, 202018315,202018316, 20208317
Site Size (acre)	1.28
Buildable Area	1.28
2030 General Plan	CBD
Current Zoning	CBD
Density (units per acre)	39
Estimated Affordable Units	30
Redevelopment Area	Yes (CCRP & CBD)

This block long site is in the southern end of the central business district. Five of the parcels are vacant and four contain older small commercial buildings. The nine parcels are a parcel assembly opportunity as the City currently owns two of the parcels and the site is within a redevelopment project area that allows for eminent domain. Two additional parcels on the northeast corner of the block (southwest corner of Oxnard Blvd and 8th Street) are also largely vacant. Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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B-05 1227 and 1239 South C Street

Parcel Number(s)	203006201, 203006202
Site Size (acre)	.98
Buildable Area	.98
2030 General Plan	Residential Low Medium (RLM)
Current Zoning	R3
Density (units per acre)	24
Estimated Net Affordable Units	21
Redevelopment Area	No

This was site #23 in the 1998-2005 Housing Element.

Currently the site appears to have two occupied residential units, assumed to be affordable. .These sites are suitable for more intensive residential development. Both parcels are owned by the same private party.
Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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B-06 1331 to 1369 Saviers Road

Parcel Number(s)	203012048, 203012050, 203012041
Site Size (acre)	1.36
Buildable Area	1.36
2030 General Plan	Commercial General (CG)
Current Zoning	C-2
Density (units per acre)	24
Estimated Net Affordable Units	20
Redevelopment Area	Yes (HERO)

The Birch and Saviers site is privately owned. Surrounding uses are low-density residential property to the east, south and west, with single family homes and apartment buildings; and commercial property to the North. Demolition of small commercial structures and possible relocation of automotive businesses would be required or there is also a possibility of a mixed use complex. These buildings are older, built in the 1030s and 1940s.
As the site faces a commercial arterial, mixed use development (first floor commercial, 2 or 3 floors residential, joint use parking) could feasibly supplement costs involved with demolition. Mixed-use development would produce 20 units of affordable housing. Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing. .

ATTACHMENT 1
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B-07 3461 Saviers Road

(former Oxnard swap meet)

Parcel Number(s)	205044308
Site Size (acre)	4.2
Buildable Area	4.2
2030 General Plan	Commercial General (CG)
Current Zoning	C2
Density (units per acre)	24
Estimated Net Affordable Units	60
Redevelopment Area	Yes (HERO)

This site is a privately owned and largely vacant (the southern structure in the aerial photo has been torn down after a fire, formerly was a grocery store). Surrounding uses are residential property to the west, with commercial property to the immediate north and south. Demolition of structures and possible relocation of businesses is required. As the site faces a commercial arterial, mixed use development (first floor commercial, 2 or 3 floors residential, joint use parking) could feasibly supplement costs involved with demolition.

ATTACHMENT 1
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B-08 2295 Etting Road

Parcel Number(s)	225001419, 225001416
Site Size (acre)	7.14
Buildable Area	7.14
2030 General Plan	Residential Low Medium (RLM)
Current Zoning	C-R
Density (units per acre)	24
Estimated Net Affordable Units	154
Redevelopment Area	No

This was site #28 in the 1998-2005 Housing Element.

This site is currently a small orchard and single family home. There are low-density residential uses to the North, West, East, and South. Demolition of the orchard and home is required. The existing home is considered affordable and subtracted from the potential total possible units.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

ATTACHMENT 1
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B-09 234 to 320 Johnson Road

Parcel Number(s)	222016010, 222016012, 222016013, 222016015, 222016016
Site Size (acre)	2.39
Buildable Area	2.39
2030 General Plan	Residential Low (RL)
Current Zoning	R1/R2-PD
Density (units per acre)	24
Estimated Net Affordable Units	52
Redevelopment Area	Yes (HERO)

This was site #29 in the 1998-2005 Housing Element.

These sites are largely vacant with these five parcels currently only occupied by seven single family homes. These sites are suitable for more intensive residential development Demolition of the homes would possibly be required. The redevelopment agency project could assist in consolidating the parcels. Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

ATTACHMENT 1
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B-10 5536 and 5492 Cypress Road

Parcel Number(s)	22300412, 223009001
Site Size (acre)	5.22
Buildable Area	5.22
2030 General Plan	Residential Medium
Current Zoning	R2-PD
Density (units per acre)	24
Estimated Net Affordable Units	113
Redevelopment Area	Yes (HERO)

These two parcels are currently occupied by greenhouses and related facilities. Demolition of the structures would be required. Both parcels are owned by the same private party. The adjacent railroad tracks are infrequently used and at low speeds and a 20 foot wall and buffer setback reduces the site to 5.0 acres. This site was approved for 48 single family homes (Westwinds II) but is now available and would be best suited for a density of 24 units an acre. .

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

ATTACHMENT 1
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B-11 5690 Cypress Road

Parcel Number(s)	223004103, 223004104
Site Size (acre)	1.08
Buildable Area	1.0
2030 General Plan	Residential Medium
Current Zoning	R3-PD, M1-PD
Density (units per acre)	24
Estimated Net Affordable Units	22
Redevelopment Area	Yes (HERO)

These two parcels are largely vacant and currently occupied by a group quarters for farmworkers under one owner. The opportunity is to redevelop the site for regular housing units at 24 units an acre. The adjacent railroad tracks are infrequently used and at low speeds and a large buffer wall reduces the site to 1 acres.

ATTACHMENT 1
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B-12 Saviers and Hueneme Roads

(5489 to 5587 Saviers Rd; 161 W Hueneme Rd)

Parcel Number(s)	222001126, 222001111, 222001128, 222001127, 222001130, 222001129, 222001110
Site Size (acre)	6.14
Buildable Area	6.14
2030 General Plan	Commercial General (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	88
Redevelopment Area	Yes (Southwinds)

These seven parcels are largely vacant with two homes and two businesses on site. Demolition of the two homes could be avoided by a 'wrap-around' site plan which reduced the site area to 5 acres. The Housing Element Program 5 - lot consolidation could assist in consolidating the parcels and the City could assist with relocating the businesses. The site faces two major commercial arterials, suggesting a mixed use development (first floor commercial, 2-3 floors residential, shared parking) that could supplement costs involved with demolition.

The City is currently working on another project in which businesses and residences must be relocated and therefore making this site a prime candidate for new residential development.

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B-13 Saviers and Pleasant Valley Roads (revised)

(180 Pleasant Valley Road, 5141 Saviers Road)

Parcel Number(s)	222010201/218/219/225/~~224/226~~/227
Site Size (acre)	~~1.26~~ 0.92
Buildable Area	~~1.2~~ 0.92
2030 General Plan	Commercial General (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	~~17~~ 12
Redevelopment Area	Yes (Southwinds)

These ~~seven~~ five parcels are vacant with the exception of a restaurant (formerly Uncle Herbs). The site faces two major commercial arterials strongly suggesting a mixed use development that could include the existing restaurant. Mixed-use development at 24 units per acre would produce ~~17~~ 12 units of affordable housing. The lot facing Pleasant Valley Road was previously approved for 18 units but approval has now expired, thus making this a candidate for at least a ~~17~~ 12 units project site.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

ATTACHMENT 1
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B-14 2nd Between A and B Streets

Parcel Number(s)	202005409/408/407/402/403/410/404
Site Size (acre)	1.28
Buildable Area	1.28
2030 General Plan	Commercial General (CG)
Current Zoning	C-2
Density (units per acre)	24
Estimated Net Affordable Units	18
Redevelopment Area	Yes

These seven parcels are largely vacant except for an empty City-owned building and a former bank drive-through. Two parcels are City-owned, there are four private owners. The redevelopment agency could assist in consolidating the parcels.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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C-01 2420 North Oxnard Boulevard
(former Levitz store)

Parcel Number(s)	142001034, 142002101
Site Size (acre)	8.9
Buildable Area	8.9
2030 General Plan	Commercial General (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	128
Redevelopment Area	Yes (HERO)

Surrounding uses to the North, East and South are commercial, with residential uses to the west. A developer proposed 1,200 units on this site in three mixed-use towers, but the proposal was withdrawn. Mixed-use development at 24 units would produce 128 units of affordable housing. Demolition of the former Levitz building increases costs, suggesting the possibility of ground level commercial use. Hi-rises are due east and approved nearby in The Village project.

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C-02 1345 West Channel Island Boulevard
(former K-Mart)

Parcel Number(s)	205014132
Site Size (acre)	7.8
Buildable Area	7.0
2030 General Plan	Commercial General (CG)
Current Zoning	C2-PD
Density (units per acre)	18
Estimated Net Affordable Units	101
Redevelopment Area	No

Former vacant K-Mart store would be demolished. Mixed use development creates feasibility for demolition and to take advantage of location at juncture of two major arterials.

ATTACHMENT 1
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C-03 207 to 631 West Hueneme Road (corrected)

Parcel Number(s)	222008229, 222001128, ~~222001127~~, ~~222001126~~; 222008265, 222008263, 222008257, 222008255, 222008256, 222008258, 222008259, 22008258 (corrected parcels)
Site Size (acre)	6.97
Buildable Area	6.97
2030 General Plan	Commercial General (CG)
Current Zoning	C2, C-PD
Density (units per acre)	24
Estimated Net Affordable Units	100
Redevelopment Area	Yes (Southwinds)

This ¼ mile stretch along the north site of Hueneme Road is a series of older strip marginal commercial buildings (cinderblock boxes) with medium-high density immediately to the north. This site could be redeveloped as mixed use with replacement 1st floor retail with 2-3 residential stories above, and utilize shared parking. With other new residential projects located nearby this sites would make a prime candidate for a mixed use development, with the possibility of keeping the existing commercial businesses. Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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D-02 to D-13 renumbered to D-01 to D-12

~~D-01 North of Catamaran Street~~ (deleted)

~~Parcel Number(s)~~	~~196001027~~
~~Site Size (acre)~~	~~9.0~~
~~Buildable Area~~	~~7.0~~
~~2030 General Plan~~	~~Existing Residential (EXR)~~
~~Current Zoning~~	~~RP~~
~~Density (units per acre)~~	~~24~~
~~Estimated Net Affordable Units~~	~~151~~
~~Redevelopment Area~~	~~No~~

~~This site is located in a Coastal Zone area with native dunes and shrub that have been disturbed and therefore not natural. . Surrounding uses are housing to the east, west, and south in a variety of low and medium densities. The parcel has been designated for housing for over 20 years. Two acres are assumed to be needed for a buffer to the remaining dunes areas to the north. Remediation for lost dune habitat may be required.~~

ATTACHMENT 1
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D-01 Wooley Road and Harbor Boulevard

Parcel Numbers	188011045
Site Size (acres)	11.2
Buildable Area	6.0
2030 General Plan	Visitor Serving (VS)
Current Zoning	RP
Density (units per acre)	24
Estimated Net Affordable Units	130
Redevelopment Area	No

This site is located in a Coastal Zone area with native dunes and shrub that have been disturbed and therefore not natural. .. Surrounding uses are housing to the north, west, and south, in a variety of low and medium densities. The parcel has been designated for visitor serving commercial use for over 20 years. Over 5 acres are assumed to be needed for a buffer to the remaining dune areas to the south. Remediation for lost dune habitat may be required.

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D-02 624 and 750 West Wooley
(Centro Evangelistico)

Parcel Number(s)	203005019, 203005024
Site Size (acre)	2.1
Buildable Area	1.36
2030 General Plan	Residential Low (RL)
Current Zoning	R1
Density (units per acre)	24
Estimated Net Affordable Units	29
Redevelopment Area	Yes (HERO)

This site offers a potential one-acre 'wrap around' affordable housing project associated with the existing Centro Evangelistico church. This site is suitable for more intense residential development.

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D-03 1132 and 1158 South C Street

Parcel Number(s)	203007028, 203007027
Site Size (acre)	1.22
Buildable Area	1.0
2030 General Plan	Commercial General (CG)/ Residential Low Medium (RLM)
Current Zoning	C2-PD, R3
Density (units per acre)	24
Estimated Net Affordable Units	26
Redevelopment Area	Yes (HERO)

This site offers an infill potential that could retain the two homes facing C Street, for a net project area of 1 acre. With only 2 units on a site that has a potential for at least 21 units, these sites are suitable for much more intensive residential development.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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D-04 1450 Rose Avenue

Parcel Number(s)	217003002
Site Size (acre)	1.7
Buildable Area	1.0
2030 General Plan	Residential Medium (RM)
Current Zoning	R3-PD
Density (units per acre)	24
Estimated Net Affordable Units	22
Redevelopment Area	No

This City-owned site is currently in use as a women's shelter which would remain. Additional new units could be developed on the remaining area provided an adequate buffer is created either on and/or off site to the surrounding agricultural operations.

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D-05 Pleasant Valley Shopping Center

Parcel Number(s)	205014132
Site Size (acre)	7.8
Buildable Area	3.0
2030 General Plan	General Commercial (CG)
Current Zoning	C2
Density (units per acre)	24
Estimated Net Affordable Units	43
Redevelopment Area	Yes (HERO)

The shopping center owners previously proposed podium-style housing over a joint-use parking lot. The corner lot is for lease. A mixed-use development on the three acre parking lot would produce 64 units.

ATTACHMENT 1
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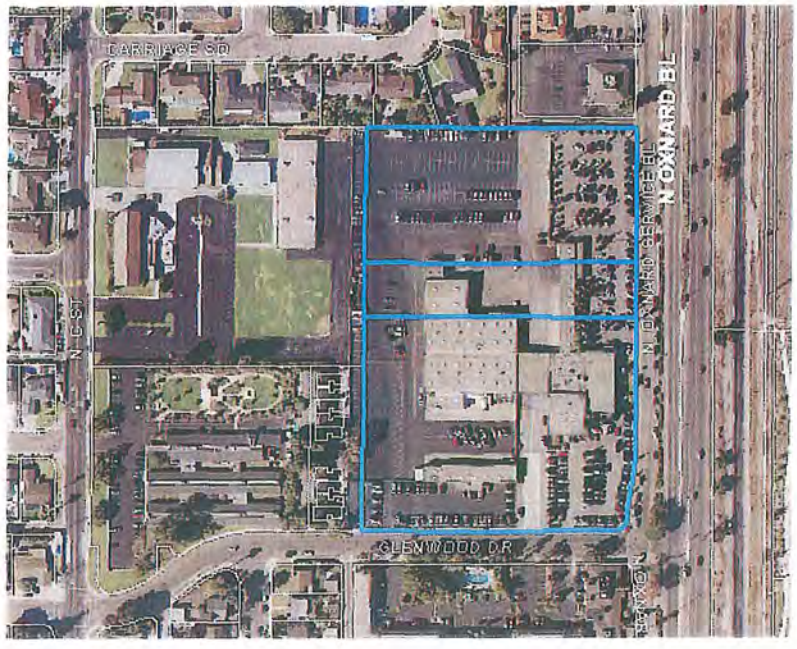
D-06 1345 N. Oxnard Blvd. (Todey Dealership)



Parcel Numbers	200010002, 200010003, 200010004
Site Size (acres)	8.42
Buildable Area	8.42
2030 General Plan	General Commercial (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	121
Redevelopment Area	Yes (HERO)

This is one of several auto dealerships that remain along Oxnard Blvd. still in business. The large site could be a mixed use development producing 121 units. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. Demolition and possible business relocation could present feasibility challenges. The site may currently be for lease or for sale.

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D-07 1205 N. Oxnard Blvd. (Schuss Dealership)

Parcel Numbers	200008219
Site Size (acres)	2.8
Buildable Area	2.5
2030 General Plan	General Commercial (CG)
Current Zoning	C2-PD
Density (units per acre)	24
Estimated Net Affordable Units	36
Redevelopment Area	Yes (HERO)

This is one of several auto dealerships that remain along Oxnard Blvd. still in business. The site could be a mixed use development producing 36 units. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. Demolition and possible business relocation could present feasibility challenges. The site may currently be for lease or for sale.

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D-08 760 to 830 S. Oxnard Blvd.

Parcel Numbers	201027305 to 201027309
Site Size (acres)	1.28
Buildable Area	1.28
2030 General Plan	Central Business District
Current Zoning	CBD
Density (units per acre)	39
Estimated Net Affordable Units	40
Redevelopment Area	Yes (CCRP)

This is one of several auto dealerships that remain along Oxnard Blvd. still in business. The site could be a mixed use development producing 42 units. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. Demolition and possible business relocation could present feasibility challenges. The site may currently be for lease or for sale.

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D-9 950 S. Oxnard Blvd.

Parcel Numbers	201028211
Site Size (acres)	1.4
Buildable Area	1.4
2030 General Plan	Central Business District
Current Zoning	CBD
Density (units per acre)	39
Estimated Net Affordable Units	44
Redevelopment Area	Yes (CCRP)

This is one of several auto dealerships that remain along Oxnard Blvd. still in business. The site could be a mixed use development producing 33units. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. Demolition and possible business relocation could present feasibility challenges. The site may currently be for lease or for sale.

ATTACHMENT 1
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D-10 1111 S. Saviers Road

Parcel Numbers	203007034
Site Size (acres)	1.4
Buildable Area	1.3
2030 General Plan	General Commercial (CG)
Current Zoning	C2
Density (units per acre)	24
Estimated Net Affordable Units	19
Redevelopment Area	Yes (HERO)

This is one of several auto dealerships that remain along Oxnard Blvd. and Saviers Road still in business. The site could be a mixed use development producing 19 units. Several former auto dealerships along this portion of Oxnard Boulevard have redeveloped into housing since the opening of the Oxnard Auto Mall along the 101 Freeway. Demolition and possible business relocation could present feasibility challenges. The site may currently be for lease or for sale.

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D-11 1225 to 1263 S Oxnard

Parcel Numbers	204006003, 204006004, 204006012, 204006013
Site Size (acres)	2.65
Buildable Area	2.65
2030 General Plan	General Commercial (CG)
Current Zoning	CM-PD
Density (units per acre)	24
Estimated Net Affordable Units	38
Redevelopment Area	Yes, HERO

This site has one large vacant parcel in the middle surrounded by marginal automotive commercial uses. This site would be a prime candidate for a mixed use development. With second story residential development the relocation of the commercial businesses would not be required, thus making this site more feasible and ensuring the concept of mixed use works in the way in which it was intended.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

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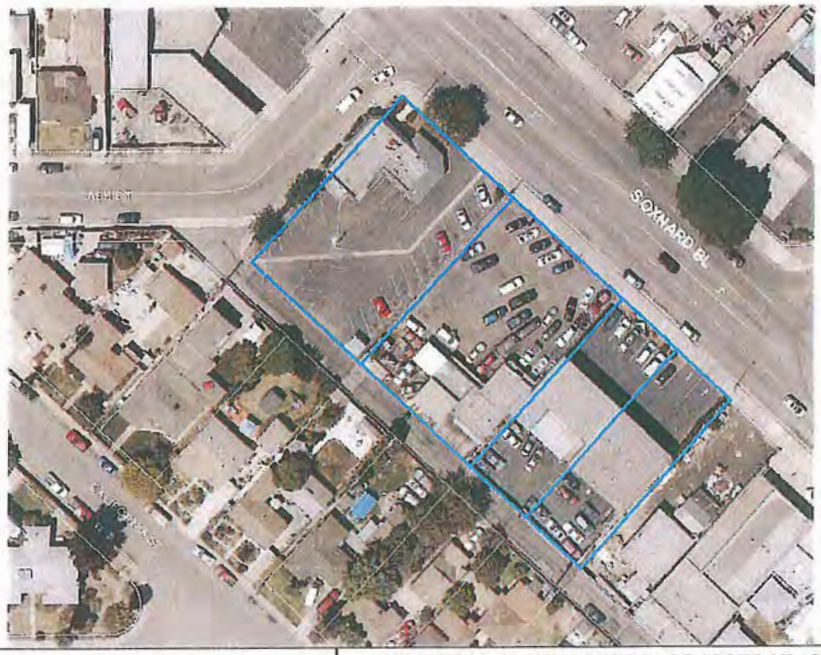
D-12 1325 to 1401 S Oxnard



Parcel Numbers	204007301, 204007302, 204007317, 204007318
Site Size (acres)	1.02
Buildable Area	1.02
2030 General Plan	General Commercial (CG)
Current Zoning	C2
Density (units per acre)	24
Estimated Net Affordable Units	15
Redevelopment Area	Yes

This site is underutilized and suitable for residential development. This site currently includes an old bar with a large empty parking lot. This site would be a prime candidate for a mixed use development. With second story residential development the relocation of the commercial businesses would not be required, thus making this site more feasible and ensuring the concept of mixed use works in the way in which it was intended.

Housing Element Program 5 state that the City will help facilitate lot consolidation to provide for the development of affordable housing.

ATTACHMENT 1
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CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-570-02 (ZONE CHANGE) FOR 116 PARCELS IDENTIFIED AS CONSTITUENT PARCELS OF 36 ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) SITES WITHIN THE 2006-2014 HOUSING ELEMENT, SUPPLEMENT PART II, TABLE S-2, AS AMENDED, BY APPENDING THE CURRENT ZONE DESIGNATION WITH THE –AH ADDITIVE. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION.

WHEREAS, the City Council has carefully reviewed the application, staff report, minutes of testimony, and record of proceedings at the Planning Commission public hearing; and

WHEREAS, on June __, 2013, the City Council conducted a public hearing and received evidence in favor of and opposed to the application for a zone change requesting the –AH additive be appended to 116 parcels that are constituent parcels of 36 AAHOP designated sites; and

WHEREAS, the certified 2030 General Plan Program EIR previously covered the adoption of the 2006-2014 Housing Element, the 2030 General Plan includes policies and programs in place to evaluate and mitigate environmental impacts at a project level, AAHOP projects are subject to subsequent project-level CEQA review, an AAHOP project with unmitigatable adverse environmental impacts may be denied per Government Code Section 65589.5, the proposed General Plan and zone text amendments and rezoning implement programs previously reviewed by the 2030 General Plan Program EIR and two new AAHOP sites will undergo appropriate project level CEQA site-specific review when development is proposed; and

WHEREAS, the City Council finds after due study and deliberation that the proposed –AH additive zoning designation will bring the City into conformance with California housing law and State of California Department of Housing and Community Development directions and policies related to 2006-2014 Housing Element implementation; and

WHEREAS, the City Council finds that the additive zone change is consistent with the 2030 General Plan; and

WHEREAS, the -AH additive does not change any allowed uses, development rights, entitlements, and or development standards pursuant to the underlying current zone designations; the –AH additive does not, in and of itself, create a nonconforming status for existing uses and/or improvements on AAHOP sites; and, therefore, the –AH additive does not, in and of itself, lead to a physical change in the environment; 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. 13-570-02; and

ATTACHMENT 2
PAGE 1 OF 5

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The zoning governing the properties listed in Exhibit "A" attached hereto and incorporated herein by reference are changed by amending their respective existing zone designation as of the date this ordinance takes effect with the zone additive "-AH".

Part 2. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

Part 3. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on ____, 2013, and finally adopted on _____, 2013, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this day of , 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
Alan Holmberg, City Attorney

ATTACHMENT 2
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EXHIBIT A

Assessor Parcel Number	Address or general location if no address	Current Zoning	AAHOP Re-zoning
202018317	844 South A Street	CBD	CBD-AH
223004102	5536 Cypress Road	R-2	R-2-AH
139026007	2121 North Oxnard Boulevard	C2-PD	C2-PD-AH
142001034	North of 2420 N Oxnard	C2-PD	C2-PD-AH
142002101	2420 N Oxnard Blvd.	C2-PD	C2-PD-AH
181005501	2300 W Gonzales	R1	R1-AH
188011045	Southeast corner of Wooley Road and Harbor Blvd	RP	RP-AH
200008219	1205 N. Oxnard Blvd.	C2-PD	C2-PD-AH
200010002	1341 N. Oxnard Blvd	C2-PD	C2-PD-AH
200010003	1345 N. Oxnard Blvd.	C2-PD	C2-PD-AH
200010004	North of 1341 N Oxnard Blvd	C2-PD	C2-PD-AH
200029134	321 North F Street	R3-PD	R3-PD-AH
201021308	South of 536 Meta St	CBD	CBD-AH
201021309	536 Meta Street	CBD	CBD-AH
201021310	538 Meta Street	CBD	CBD-AH
201027202	East of 125 E 7th St	CBD	CBD-AH
201027203	141 E 7th Street	CBD	CBD-AH
201027204	131 E 7th Street	CBD	CBD-AH
201027205	125 E 7th Street	CBD	CBD-AH
201027305	830 S Oxnard	CBD	CBD-AH
201027306	820 S Oxnard	CBD	CBD-AH
201027307	830 S Oxnard	CBD	CBD-AH
201027308	804 S Oxnard	CBD	CBD-AH
201027309	750 S Oxnard	CBD	CBD-AH
201028211	950 S. Oxnard Blvd.	CBD	CBD-AH
202005402	111 South A Street	C-2	C-2-AH
202005403	121 South A Street	C-2	C-2-AH
202005404	131 South A Street	C-2	C-2-AH
202005407	241 W Second Street	C-2	C-2-AH
202005408	s of 136 S B Street	C-2	C-2-AH
202005409	136 South B Street	C-2	C-2-AH
202005410	North of 136 S B Street	C-2	C-2-AH
202013301	416 W. Sixth Street	CBD	CBD-AH
202013302	613 South C Street	CBD	CBD-AH
202013303	619 South C Street	CBD	CBD-AH
202013304	625 South C Street	CBD	CBD-AH
202013305	637 South C Street	CBD	CBD-AH
202013306	643 South C Street	CBD	CBD-AH
202018307	South of 844 S A St	CBD	CBD-AH
202018309	826 South A Street	CBD	CBD-AH

ATTACHMENT 2
PAGE 3 OF 5

202018310	South of 812 S A St	CBD	CBD-AH
202018311	312 South A Street	CBD	CBD-AH
202018312	800, 808, and 810 S. A Street	CBD	CBD-AH
202018314	South of 852 S A St	CBD	CBD-AH
202018315	127 - 131 Ninth Street	CBD	CBD-AH
202018316	834 South A Street	CBD	CBD-AH
203005019	750 W Wooley Road	R-1	R-1-AH
203005024	624 W Wooley Road	R-1	R-1-AH
203006201	1227 South C Street	R3	R3-AH
203006202	1239 South C Street	R3	R3-AH
203007027	1150 South C Street	R-3	R-3-AH
203007028	1132 South C Street	C-PD	C-PD-AH
203007034	1111 S. Saviers Road	C2	C2-AH
203012041	1369 South Saviers Rd	C2	C2-AH
203012048	1309 - 1331 Saviers Rd	C2	C2-AH
203012050	1361 - 1367 Saviers Rd	C2	C2-AH
204002005	1250 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002008	1240 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002009	1240 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002010	1220 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002011	North of 1220 S Oxnard	C-2 PD	C-2 PD-AH
204002014	North of 1210 S Oxnard	C-2 PD	C-2 PD-AH
204002015	North of 1210 S Oxnard	C-2 PD	C-2 PD-AH
204002021	1210 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002026	Former drive in theater	R-3-PD	R-3-PD-AH
204002027	1246 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002028	North of 1246 S Oxnard	C-2 PD	C-2 PD-AH
204006003	1225 S Oxnard	CM-PD	CM-PD-AH
204006004	1243 S Oxnard	CM-PD	CM-PD-AH
204006012	1251 S Oxnard	CM-PD	CM-PD-AH
204006013	1263 S Oxnard	CM-PD	CM-PD-AH
204007301	1325 S Oxnard	C-2	C-2-AH
204007302	1345 S Oxnard	C-2	C-2-AH
204007317	1345 S Oxnard	C-2	C-2-AH
204007318	1401 S Oxnard	C-2	C-2-AH
205014132	1345 West Channel Islands Boulevard	C2-PD	C2-PD-AH
205014132	105 W. Pleasant Valley	C2	C2-AH
205044308	3461 Saviers Road	C2	C2-AH
216006107	1800 Camino Del Sol	C2-PD	C2-PD-AH
217003002	1450 Rose Avenue	R3-PD	R3-PD-AH
222001110	5577 Saviers Road	C-2 PD	C-2 PD-AH
222001111	5587 Saviers Road	C-2 PD	C-2 PD-AH
222001126	5513 Saviers Road	C-2 PD	C-2 PD-AH
222001127	5557 Saviers Road	C-2 PD	C-2 PD-AH

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222001128	5527 Saviers Road	C-2 PD	C-2 PD-AH
222001128	227 W Hueneme Road	C-PD	C-PD-AH
222001129	5489 Saviers Road	C-2 PD	C-2 PD-AH
222001130	161 W Hueneme Road	C-2 PD	C-2 PD-AH
222008229	201 W Hueneme Road	C-PD*	C-PD*-AH
222008255	541 W Hueneme Road	C-2	C-2-AH
222008256	555 W Hueneme Road	C-2	C-2-AH
222008257	527 W Hueneme Road	C-2	C-2-AH
222008258	561 W Hueneme Road	C-2	C-2-AH
222008258	East of 441 W Hueneme	C-2	C-2-AH
222008259	East of 441 W Hueneme	C-2	C-2-AH
222008263	451 W Hueneme Road	C-2	C-2-AH
222008265	441 W Hueneme Road	C-2	C-2-AH
222010201	110 W Pleasant Valley Rd	C-2-PD	C-2-PD-AH
222010218	North of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222010219	5141 Saviers Road	C-2-PD	C-2-PD-AH
222010225	North of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222010227	North of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222015201	4684 Saviers Road	C-2-PD	C-2-PD-AH
222015202	4700 Saviers Road	C-2-PD	C-2-PD-AH
222016010	234 Johnson Road	R2-PD	R2-PD-AH
222016012	264 Johnson Road	R2-PD	R2-PD-AH
222016013	286 Johnson Road	R-1	R-1-AH
222016015	300 Johnson Road	R-1	R-1-AH
222016016	320 Johnson Road	R-1	R-1-AH
223004103	5690 Cypress Road	R3-PD	R3-PD-AH
223004104	South of 5690 Cypress Rd	M1-PD	M1-PD-AH
223009001	5482 Cypress Road	R-2	R-2-AH
225001402	Between Japanese and and Masonic cemeteries	C-R	C-R-AH
225001416	East of 2250 E P.Valley	CR	CR-AH
225001418	2593 Etting Road	C2-PD	C2-PD-AH
225001419	2250 E Pleasant Valley	CR	CR-AH

End of Exhibit A

ATTACHMENT 2
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CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, IMPLEMENTING PROGRAM 3 OF THE 2006-2014 HOUSING ELEMENT BY ESTABLISHING THE "ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP)," ESTABLISHING THE AAHOP ZONE ADDITIVE "-AH", DESIGNATING 36 AAHOP SITES TO WHICH THE "-AH" ADDITIVE SHALL BE APPLIED TO THEIR RESPECTIVE ZONE DESIGNATIONS, AND ADOPTING IMPLEMENTING REGULATIONS

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the City of Oxnard (City) falls within the region covered by the Southern California Association of Governments (SCAG) and for each housing element planning cycle, SCAG is required to determine the share of the regional housing need to be allocated to each city and unincorporated county areas within the SCAG region called the Regional Housing Needs Assessment (RHNA); and

WHEREAS, the total RHNA allocation for the City's 2006-2014 Housing Element was 7,093 housing units for Oxnard intended to accommodate current and projected growth housing need based on population and economic analyses and projections; and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith, and the City of Oxnard 2030 General Plan was adopted on October 11, 2011 with Chapter 8 reserved for the 2006-2014 Housing Element; and

ATTACHMENT 3
PAGE 1 OF 9

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) was presented to the City Council at a public hearing on February 2, 2010, following which the City Council adopted Resolution No.13,770 certifying in accordance with Section 15090 of the State CEQA Guidelines that the Final PEIR was completed in accordance with CEQA, and reflects the independent judgment and analysis of the City; and

WHEREAS, an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of changes to the 2030 General Plan that occurred after February 2, 2010; and

WHEREAS, the 2006-2014 Housing Element was adopted as Chapter 8 of the 2030 General Plan on June 12, 2012 and subsequently reviewed by and certified by HCD on July 18, 2012; and

WHEREAS, the 2006-2014 Housing Element includes Program 3 which calls for the establishment of the All Affordable Housing Opportunity Program (AAHOP) as the principal means for meeting the City's extremely low, very low, and low income portion of the remaining RHNA allocation; and

WHEREAS, Supplement Part II of the 2006-2014 Housing Element lists specific sites with their respective component parcels for the AAHOP designation and the AAHOP designation does not change the underlying zone designation or allowed uses and development standards thereto associated; and

WHEREAS, implementation of AAHOP for any AAHOP site is governed by the directives listed within Section F.2 (pages 8F-4 to 8F-6) of the 2006-2014 Housing Element that are intended to become the implementing regulations; and

WHEREAS, the Development Services Director recommends the AAHOP site D-01 be removed from the AAHOP site list, site B-13 be modified, and sites A-06 and A-07 be added; and

WHEREAS, the Development Services Director certifies that the potential total development of extremely low, very low, and low income housing units on sites designated with the –AH additive is adequate to meet the remaining 2006-2014 RHNA allocation.

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

Part 1. The All Affordable Housing Opportunity Program is hereby established.

Part 2. The "-AH" additive zone designation is hereby established in accordance with Program 3 of the 2006-2014 Housing Element.

Part 3. The regulations attached hereto as Exhibit "A" are hereby adopted to implement the development of qualifying affordable housing projects on properties within the "-AH" additive zone.

Part 5. This ordinance implements a program previously reviewed for potential environmental impacts by the certified 2030 General Plan Final Program Environmental Impact Report. State CEQA Guidelines Section 15145 allows a jurisdiction to find that potential project-level impacts are too speculative for detailed evaluation. Individual site-specific AAHOP development projects are subject to project-level CEQA review under State CEQA Guidelines Section 15183 for those effects that: a) are peculiar to the project or parcel on which the project would be located; b) were not analyzed as significant effects in a prior EIR on the general plan or community plan with which the project is consistent; c) are potentially significant off-site and cumulative impacts which were not discussed in the underlying EIR; and d) are previously identified in the EIR, but which are determined to have a more severe adverse impact than that discussed in the underlying EIR.

Part 6. 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 7. 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.

Part 8. 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 _____, 2013, and finally adopted on _____, 2013, to become effective thirty days thereafter.

PASSED AND ADOPTED this _th day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTACHMENT 3
PAGE 3 OF 9

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM

Alan Holmberg, City Attorney

ATTACHMENT 3
PAGE 4 OF 9

EXHIBIT A

REGULATIONS IMPLEMENTING ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP)
and
"-AH" Additive Zone

Part 1. All recitals set forth within the uncodified implementing ordinance hereto attached are found and determined to be true and correct and are incorporated herein by this reference.

Part 2. The 2006-2014 Housing Element, adopted as Chapter 8 of the 2030 General Plan, is incorporated herein by reference in support of the AAHOP and –AH additive zone requirements and procedures set forth in these regulations.

Part 3. The intent of these AAHOP and –AH additive zone requirements and procedures herein are to implement Program 3, "All Affordable Housing Opportunity Program" as set forth on pages 8F-4 to 8F-7 and within Table G-1 on page 8G-10 of the 2006-2014 Housing Element, adopted as Chapter 8 of the 2030 General Plan. Beginning with Part 4 *infra*, the AAHOP text and directives on pages 8F-4 to 8F-7 and Program 3 descriptive text on page 8G-10, as amended in accordance with a General Plan Amendment being processed concurrently herewith, are replicated as the AAHOP and –AH additive zone requirements and procedures. Footnotes are incorporated within the text.

Part 4. The All-Affordable Housing Opportunity Program (AAHOP) and Additive Zone (AH)

(A) To provide realistic and certain opportunity for developers and the non-profit sector to develop the remaining RHNA allocation of about 2,070 affordable units by mid-2014, the Housing Element establishes the All-Affordable Housing Opportunity Program (AAHOP) and as its main implementation tool, the Affordable Housing (AH) additive zone designation, similar to the Planned Development additive zone (PD, Section 16-270 of the City Code).

(B) Additive zone designations act as a suffix to the underlying zone designation. Under the AAHOP, the R-3 "Garden Apartment" zone would become the R-3-AH, "Garden Apartment - Affordable Housing" zone. The additive designation would be parcel specific to those sites designated in Part II of the Housing Element Supplement, as periodically updated (the Supplement). An ordinance is required to create the additive zone and identified parcels would receive the designation in a process similar to a Zone Change initiated by the City. The AH additive designation may be removed from a property ~~is~~ developed for another use and placed on one or more other properties through the rezoning process so that a 'rolling inventory' of AH-designated sites provides

enough development opportunities for all-affordable housing to meet whatever is the then remaining RHNA need, as determined by the Development Services Director whenever Part II of the Supplement is updated.

(C) The following describes how the AAHOP and AH additive is implemented:

1. An AAHOP eligible project shall be a housing or mixed-use development wherein all housing units are affordable to extremely low-, very low-, or low-income (at any ratio). One manager's unit is exempt from the affordability requirement. The affordable units must be deed restricted for 30 years (consistent with Density Bonus Law unless additional affordability is required or requested). The allowable density for the AH additive zone is 18 – 39 units per acre, with most sites at 20 – 24 units per acre, as shown for each AAHOP site in Part II of the Supplement. Each AAHOP site will have a minimum of 20 units per acre except those designated for 18 units per acre which shall be at 18 units per acre minimum. Because the project is 100 percent affordable, it would automatically qualify for the 35 percent State density bonus at the developer's request by filing a Density Bonus permit request under applicable procedures and subject to applicable Density Bonus permit requirements.

2. Parcels and aggregations of parcels that will be designated with the AH additive zoning are shown in the Housing Element Supplement, Part II. AH-designated sites do not necessarily have to be available for sale or require owner permission, although both conditions are preferred. Supplement II may be amended to add, remove, or modify the AH additive sites by the City Council as a component of an AAHOP zone change ordinance.

3. As the AH additive designation does not replace the 2030 General Plan or underlying zone designations any proposed use or development other than an all-affordable AAHOP project shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

4. The City commits to utilizing established attached dwelling unit development standards and modifying numerical standards by plus or minus 10 percent, as necessary, to ensure requested densities (up to the maximum allowed for the subject AAHOP site) and quality development are achieved for AAHOP projects.

5. If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the current RHNA planning period. AH-designation of alternative site or sites shall be required as part of a General Plan or zoning amendment, use permit, or other action that effectively removes the original AH-designated site from the AAHOP inventory. In the event the designation of replacement AAHOP site(s) is an added application to a project applicant who is otherwise seeking general plan and zone code consistent entitlements that do not require City Council approval, the City shall be responsible for the designation of replacement AAHOP site(s) within one year from the

date of the approved entitlements.

6. A Development Design Review (DDR) process (City Code §16-525) is required for all AH-designated projects and Attached Dwelling Unit Development Standards apply (City Code §16-360 to 16-363). Other than a Density Bonus permit and/or subdivision map, no other discretionary review, such as a special use permit, planned unit development permit, shall be required.

7. Nothing in AAHOP prevents all or partially affordable housing projects on non-AH-designated sites pursuant to the applicable 2030 General Plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

8. AAHOP projects shall be consistent with an adopted specific plan, Urban Village strategy or concept plan, and the Downtown Strategic Plan wherever possible except for density and/or waiver of development standards necessary for the AH project's feasibility granted through the density bonus permit process or as provided in these regulations.

9. An AAHOP project shall be identified by the applicant at the time of the DDR application. The DDR application fee and applicable supplemental development and environmental analysis and impact fees are required. An AAHOP project applicant may identify and request one development standard concession as part of the DDR project application. Building heights have been set at six-stories by the 2030 General Plan and an increase in allowed stories up to six will not be counted as a concession. Additional concessions may be requested with the State-density bonus if applicable and requested as part of a separate companion Density Bonus permit application.

10. Although the City has many all affordable housing projects, the City recognizes it can be difficult to develop an AAHOP project and will consider assistance if appropriate funds are available. Assistance: the City may consider includes: contributing inclusionary in-lieu funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and, parking reductions.

11. Nothing in the AH-additive zone requirements shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

12. AAHOP projects require an appropriate level of CEQA documentation and are required to pay applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for a project of comparable size and use. An AAHOP project may be exempt from CEQA under certain conditions. The City would continue to consider alternative

sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.

13. AAHOP projects may incorporate commercial, office, civic, educational, and/or other compatible uses that contribute to neighborhood and community compatibility, establishment of a sense of place, and/or further the goals and objectives of a draft or adopted Sustainable Community Strategy (SB-375) and related traffic reduction policies and programs.

14. AAHOP projects may be subdivided in a manner that portions of the project may exceed the designated housing density or have a different compatible use, so long as the overall applicable default density is achieved.

15. AAHOP project density is based on the site size less land dedications for roadway widening required by the 2030 General Plan Circulation Diagram (Figure 4-1).

16. AAHOP projects shall incorporate good design principles and include on-site amenities appropriate for the resident population to be served.

17. AAHOP project applicants shall participate in at least one community workshop to present the AH project site design, circulation, and architectural elevations and receive public suggestions regarding design compatibility with surrounding uses and possible environmental impacts.

18. Although the City does not see AAHOP acting as a constraint to meeting the City's RHNA, the City has included 2006-2014 Housing Element Program 27 to monitor the effectiveness of the AH additive zone and revise requirements as necessary.

(D) To determine additional parcels or groups of parcels that may be suitable for the AH additive zoning, potential sites shall be evaluated for their potential compatibility with adjacent land uses and availability of public services and found to either be suitable or have the potential to be suitable with careful design that provides buffers and transitions to adjoining neighborhoods.

(E) AAHOP sites are divided and denoted in Part II of the Supplement in one of four categories as follows:

A. **Vacant** - Land that is undeveloped (no structures) or is in agricultural use (but within the land area assumed develop by the 2030 General Plan and certified environmental impact report). These sites are largely ready to develop with minimal site preparation.
B. **Largely Vacant or Underdeveloped** - Minor structures and/or paving to be demolished, and homes and small business to be relocated.
C. **Large Vacant Structure or Older Strip Centers** - Possibility of commercial and/or market-rate housing mixed use due to location opportunity and/or need to create financial feasibility to remove a large or relatively old vacant commercial structure.
D. **Constrained Sites** - Sites with unique environmental or urban infill situations. These sites have challenges associated with their development, and their potential development was

reduced accordingly, but none were considered significant enough to eliminate these sites as potential areas to provide affordable housing.

ATTACHMENT 3
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RESOLUTION NO. 2013-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF AN UNCODIFIED ORDINANCE ESTABLISHING THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) WITH IMPLEMENTING REGULATIONS AND ESTABLISHING THE –AH ADDITIVE ZONE DESIGNATION. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith; and

WHEREAS, the City retained expert consultants to respond to HCD comments and direction resulting in the preparation of a draft dated February 2012 that was presented to the Planning Commission, Commission on Homelessness, and interested parties on several occasions between 2009 and June 2012; and

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) and an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of the 2030 General Plan, the Final PEIR was completed in accordance with CEQA and reflects the independent judgment and analysis of the City, and the Final PEIR was certified in accordance with Section 15090 of the State CEQA Guidelines; and

ATTACHMENT 4
PAGE 1 OF 11

WHEREAS, the 2030 General Plan Final PEIR included the housing, population, traffic, and related projected growth that is reflected in the 2006-2014 Housing Element; and

WHEREAS, the City of Oxnard 2006-2014 Housing Element was adopted on June 12, 2012 and certified by the HCD on July 18, 2012; and

WHEREAS, the Development Services Director certifies that the cumulative inventory of very low and low income units possible within the amended 2006-2014 Housing Element Supplement Part II AAHOP sites exceeds the remaining RHNA need for very low and low income housing units as of June, 2013; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan, 2006-2014 Housing Element, PEIR, and Statement of Overriding Considerations and Findings of Fact are located in the Planning Division, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, the Planning Commission of the City of Oxnard recommends that the City Council adopt the AAHOP Uncodified Ordinance as shown in Exhibit A establishing AAHOP with implementing regulations and establishing the "-AH" additive zone to designate AAHOP parcels.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

AYES: Commissioners: Nash, Okada, Mullin, Guevara, Stewart, Huber

NOES: Commissioners:

ABSENT: Commissioners: Murguia

Stephen H. Huber, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 4
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EXHIBIT A

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, IMPLEMENTING PROGRAM 3 OF THE 2006-2014 HOUSING ELEMENT BY ESTABLISHING THE "ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP)," ESTABLISHING THE AAHOP ZONE ADDITIVE "-AH", DESIGNATING 35 AAHOP SITES TO WHICH THE "-AH" ADDITIVE SHALL BE APPLIED TO THEIR RESPECTIVE ZONE DESIGNATIONS, AND ADOPTING IMPLEMENTING REGULATIONS

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the City of Oxnard (City) falls within the region covered by the Southern California Association of Governments (SCAG) and for each housing element planning cycle, SCAG is required to determine the share of the regional housing need to be allocated to each city and unincorporated county areas within the SCAG region called the Regional Housing Needs Assessment (RHNA); and

WHEREAS, the total RHNA allocation for the City's 2006-2014 Housing Element was 7,093 housing units for Oxnard intended to accommodate current and projected growth housing need based

on population and economic analyses and projections; and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith, and the City of Oxnard 2030 General Plan was adopted on October 11, 2011 with Chapter 8 reserved for the 2006-2014 Housing Element; and

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) was presented to the City Council at a public hearing on February 2, 2010, following which the City Council adopted Resolution No.13,770 certifying in accordance with Section 15090 of the State CEQA Guidelines that the Final PEIR was completed in accordance with CEQA, and reflects the independent judgment and analysis of the City; and

WHEREAS, an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of changes to the 2030 General Plan that occurred after February 2, 2010; and

WHEREAS, the 2006-2014 Housing Element was adopted as Chapter 8 of the 2030 General Plan on June 12, 2012 and subsequently reviewed by and certified by HCD on July 18, 2012; and

WHEREAS, the 2006-2014 Housing Element includes Program 3 which calls for the establishment of the All Affordable Housing Opportunity Program (AAHOP) as the principal means for meeting the City's extremely low, very low, and low income portion of the remaining RHNA allocation; and

WHEREAS, Supplement Part II of the 2006-2014 Housing Element lists specific sites with their respective component parcels for the AAHOP designation and the AAHOP designation does not change the underlying zone designation or allowed uses and development standards thereto associated; and

WHEREAS, implementation of AAHOP for any AAHOP site is governed by the directives listed within Section F.2 (pages 8F-4 to 8F-6) of the 2006-2014 Housing Element that are intended to become the implementing regulations; and

WHEREAS, the Development Services Director recommends the AAHOP site D-01 be removed from the AAHOP site list, site B-13 be modified, and sites A-06 and A-07 be added; and

WHEREAS, the Development Services Director certifies that the potential total development of extremely low, very low, and low income housing units on sites designated with the –AH additive is adequate to meet the remaining 2006-2014 RHNA allocation.

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

Part 1. The All Affordable Housing Opportunity Program is hereby established.

Part 2. The "-AH" additive zone designation is hereby established in accordance with Program 3 of the 2006-2014 Housing Element.

Part 3. The regulations attached hereto as Exhibit "A" are hereby adopted to implement the development of qualifying affordable housing projects on properties within the "-AH" additive zone.

Part 5. This ordinance implements a program previously reviewed for potential environmental impacts by the certified 2030 General Plan Final Program Environmental Impact Report. State CEQA Guidelines Section 15145 allows a jurisdiction to find that potential project-level impacts are too speculative for detailed evaluation. Individual site-specific AAHOP development projects are subject to project-level CEQA review under State CEQA Guidelines Section 15183 for those effects that: a) are peculiar to the project or parcel on which the project would be located; b) were not analyzed as significant effects in a prior EIR on the general plan or community plan with which the project is consistent; c) are potentially significant off-site and cumulative impacts which were not discussed in the underlying EIR; and d) are previously identified in the EIR, but which are determined to have a more severe adverse impact than that discussed in the underlying EIR.

Part 6. 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 7. 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.

Part 8. 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 _____, 2013, and finally adopted on _____, 2013, to become effective thirty days thereafter.

PASSED AND ADOPTED this _th day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Alan Holmberg, City Attorney

ATTACHMENT 4
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EXHIBIT A TO AAHOP ORDINANCE

REGULATIONS IMPLEMENTING ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP)
and
"-AH" Additive Zone

Part 1. All recitals set forth within the uncodified implementing ordinance hereto attached are found and determined to be true and correct and are incorporated herein by this reference.

Part 2. The 2006-2014 Housing Element, adopted as Chapter 8 of the 2030 General Plan, is incorporated herein by reference in support of the AAHOP and –AH additive zone requirements and procedures set out in these regulations.

Part 3. The intent of these AAHOP and –AH additive zone requirements and procedures herein are to implement Program 3, "All Affordable Housing Opportunity Program" as set forth on pages 8F-4 to 8F-7 and within Table G-1 on page 8G-10 of the 2006-2014 Housing Element, adopted as Chapter 8 of the 2030 General Plan. Beginning with Part 4 *infra*, the AAHOP text and directives on pages 8F-4 to 8F-7 and Program 3 descriptive text on page 8G-10, as amended in accordance with a General Plan Amendment being processed concurrently herewith, are replicated as the AAHOP and –AH additive zone requirements and procedures. Footnotes are incorporated within the text.

Part 4. The All-Affordable Housing Opportunity Program (AAHOP) and Additive Zone (AH)

(A) To provide realistic and certain opportunity for developers and the non-profit sector to develop the remaining RHNA allocation of about 2,070 affordable units by mid-2014, the Housing Element establishes the All-Affordable Housing Opportunity Program (AAHOP) and as its main implementation tool, the Affordable Housing (AH) additive zone designation, similar to the Planned Development additive zone (PD, Section 16-270 of the City Code).

(B) Additive zone designations act as a suffix to the underlying zone designation. Under the AAHOP, the R-3 "Garden Apartment" zone would become the R-3-AH, "Garden Apartment - Affordable Housing-" zone. The additive designation would be parcel specific to those sites designated in Part II of the Housing Element Supplement, as periodically updated (the Supplement). An ordinance is required to create the additive zone and identified parcels would receive the designation in a process similar to a Zone Change initiated by the City. The AH additive designation may be removed from a property ~~is~~ developed for another use and placed on one or more other

properties through the rezoning process so that a 'rolling inventory' of AH-designated sites provides enough development opportunities for all-affordable housing to meet whatever is the then remaining RHNA need, as determined by the Development Services Director whenever Part II of the Supplement is updated.

(C) The following describes how the AAHOP and AH additive is implemented:

1. An AAHOP eligible project shall be a housing or mixed-use development wherein all housing units are affordable to extremely low-, very low-, or low-income (at any ratio). One manager's unit is exempt from the affordability requirement. The affordable units must be deed restricted for 30 years (consistent with Density Bonus Law unless additional affordability is required or requested). The allowable density for the AH additive zone is 18 – 39 units per acre, with most sites at 20 – 24 units per acre, as shown for each AAHOP site in Part II of the Supplement. Each AAHOP site will have a minimum of 20 units per acre except those designated for 18 units per acre which shall be at 18 units per acre minimum. Because the project is 100 percent affordable, it would automatically qualify for the 35 percent State density bonus at the developer's request by filing a Density Bonus permit request under applicable procedures and subject to applicable Density Bonus permit requirements.

2. Parcels and aggregations of parcels that will be designated with the AH additive zoning are shown in the Housing Element Supplement, Part II. AH-designated sites do not necessarily have to be available for sale or require owner permission, although both conditions are preferred. Supplement II may be amended to add, remove, or modify the AH additive sites by the City Council as a General Plan Amendment.

3. As the AH additive designation does not replace the 2030 General Plan or underlying zone designations any proposed use or development other than an all-affordable AAHOP project shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

4. The City commits to utilizing established development standards and modifying multifamily development standards, as necessary, to ensure maximum densities are achieved for AAHOP projects.

5. If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the 2006-2014 RHNA planning period. AH-designation of alternative site or sites shall be required as part of a General Plan or zoning amendment, use permit, or other action that effectively removes the original AH-designated site from the AAHOP inventory. In the event the designation of replacement AAHOP site(s) is an added application to a project applicant who is otherwise seeking general plan and zone code consistent entitlements that do not require City

Council approval, the City shall be responsible for the designation of replacement AAHOP site(s) within one year from the date of the approved entitlements.

6. A Development Design Review (DDR) process (City Code §16-525) is required for all AH-designated projects and Attached Dwelling Unit Development Standards apply (City Code §16-360 to 16-363). Other than a Density Bonus permit and/or subdivision map, no other discretionary review, such as a special use permit, planned unit development permit, shall be required.

7. Nothing in AAHOP prevents all or partially affordable housing projects on non-AH-designated sites pursuant to the applicable 2030 General Plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

8. AAHOP projects shall be consistent with an adopted specific plan, Urban Village strategy or concept plan, and the Downtown Strategic Plan wherever possible except for density and/or waiver of development standards necessary for the AH project's feasibility granted through the density bonus permit process or as provided in these regulations.

9. An AAHOP project shall be identified by the applicant at the time of the DDR application. The DDR application fee and applicable supplemental development and environmental analysis and impact fees are required. An AAHOP project applicant may identify and request one development standard concession as part of the DDR project application. Building heights have been set at six-stories by the 2030 General Plan and an increase in allowed stories up to six will not be counted as a concession. Additional concessions may be requested with the State-density bonus if applicable and requested as part of a separate companion Density Bonus permit application.

10. Although the City has many all affordable housing projects, the City recognizes it can be difficult to develop an AAHOP project and will consider assistance if appropriate funds are available. Assistance: the City may consider includes: contributing inclusionary in-lieu funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and, parking reductions.

11. Nothing in the AH-additive zone requirements shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

12. AAHOP projects require an appropriate level of CEQA documentation and are required to pay applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for a project of comparable size and use. An AAHOP project may

be exempt from CEQA under certain conditions. The City would continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.

13. AAHOP projects may incorporate commercial, office, civic, educational, and/or other compatible uses that contribute to neighborhood and community compatibility, establishment of a sense of place, and/or further the goals and objectives of a draft or adopted Sustainable Community Strategy (SB-375) and related traffic reduction policies and programs.

14. AAHOP projects may be subdivided in a manner that portions of the project may exceed the designated housing density or have a different compatible use, so long as the overall applicable default density is achieved.

15. AAHOP project density is based on the site size less land dedications for roadway widening based either on the 2030 General Plan or the mitigation of AH project traffic impacts.

16. AAHOP projects shall incorporate good design principles and include on-site amenities appropriate for the resident population to be served.

17. AAHOP project applicants shall participate in at least one community workshop to present the AH project site design, circulation, and architectural elevations and receive public suggestions regarding design compatibility with surrounding uses and possible environmental impacts.

18. Although the City does not see AAHOP acting as a constraint to meeting the City's RHNA, the City has included 2006-2014 Housing Element Program 27 to monitor the effectiveness of the AH additive zone and revise requirements as necessary.

(D) To determine additional parcels or groups of parcels that may be suitable for the AH additive zoning, potential sites shall be evaluated for their potential compatibility with adjacent land uses and availability of public services and found to either be suitable or have the potential to be suitable with careful design that provides buffers and transitions to adjoining neighborhoods.

(E) AAHOP sites are divided and denoted in Part II of the Supplement in one of four categories as follows:

A. **Vacant** - Land that is undeveloped (no structures) or is in agricultural use (but within the land area assumed develop by the 2030 General Plan and certified environmental impact report). These sites are largely ready to develop with minimal site preparation.
B. **Largely Vacant or Underdeveloped** - Minor structures and/or paving to be demolished, and homes and small business to be relocated.
C. **Large Vacant Structure or Older Strip Centers** - Possibility of commercial and/or market-rate housing mixed use due to location opportunity and/or need to create financial feasibility to remove a large or relatively old vacant commercial structure.

D. **Constrained Sites -** Sites with unique environmental or urban infill situations. These sites have challenges associated with their development, and their potential development was reduced accordingly, but none were considered significant enough to eliminate these sites as potential areas to provide affordable housing.

ATTACHMENT 4
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RESOLUTION NO. 2013-17

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL AMEND THE 2030 GENERAL PLAN, CHAPTER 8, SECTIONS F.2 TABLE G.1, AND SUPPLEMENT PART II TO BE CONSISTENT WITH THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) UNCODIFIED ORDINANCE. FILED BY CITY OF OXNARD, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith; and

WHEREAS, the City retained expert consultants to respond to HCD comments and direction resulting in the preparation of a draft dated February 2012 that was presented to the Planning Commission, Commission on Homelessness, and interested parties on several occasions between 2009 and June 2012; and

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) and an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of the 2030 General Plan, the Final PEIR was completed in accordance with CEQA and reflects the independent judgment and analysis of the City, and the Final PEIR was certified in accordance with Section 15090 of the State CEQA Guidelines; and

WHEREAS, the 2030 General Plan Final PEIR included the housing, population, traffic, and related projected growth that is reflected in the 2006-2014 Housing Element; and

WHEREAS, the City of Oxnard 2006-2014 Housing Element was adopted on June 12, 2012 and certified by the HCD on July 18, 2012; and

WHEREAS, the AAHOP was established within the 2006-2014 Housing Element as Program 3 and written in a style consistent with a planning document; and

WHEREAS, the 2006-2014 Housing Element Supplement, Part II identifies AAHOP sites and their constituent parcels; and

WHEREAS, the Development Services Director certifies that the cumulative inventory of very low and low income units possible within the amended 2006-2014 Housing Element Supplement Part II AAHOP sites exceeds the remaining RHNA need for very low and low income housing units as of June, 2013; and

WHEREAS, the AAHOP text and 15 directives on pages 8F-4 to 8F-7 and Program 3 descriptive text on page 8G-10 within Table G-1 are amended as in Exhibits A and B, respectively, with ~~strikeout~~ for deleted text and underline for added text that clarify meaning, numbering, grammar correction, and/or add administrative procedures necessary to implement the AAHOP program in an orderly fashion, and other minor changes are shown to reflect the context of the regulations in relation to the Housing Element, and footnotes are incorporated within the text; and

WHEREAS, Part II to the Supplement to the 2006-2014 Housing Element is amended by removing AAHOP Site D-01 because the site is being developed with another use, renumbering AAHOP sites D-02 to D-13 to D-01 to D-12, respectively; and adding two sites, A-06 and A-07, at the owners' requests; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan, 2006-2014 Housing Element, PEIR, and Statement of Overriding Considerations and Findings of Fact are located in the Planning Division, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, the Planning Commission of the City of Oxnard recommends that the City Council amend the 2030 General Plan, Chapter 8, Section F.2, Table G.1, and Supplement Part II as shown in Exhibits A, B, and C to create consistency with the AAHOP ordinance and maintain an inventory of AAHOP sites.

ATTACHMENT 5
PAGE 2 OF 8

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

AYES: Commissioners: Nash, Okada, Mullin, Guevara, Stewart, Huber

NOES: Commissioners:

ABSENT: Commissioners: Murguia

Stephen H. Huber, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 5
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EXHIBIT "A"

F.2 The All Affordable Housing Opportunity Program (AAHOP) and Additive Zone (AH)

(A) To provide realistic and certain opportunity for developers and the non-profit sector to develop the remaining RHNA allocation of about 2,070 affordable units by mid-2014, ~~this~~ the Housing Element establishes the All-Affordable Housing Opportunity Program (AAHOP) and as its main implementation tool, the Affordable Housing (AH) additive zone designation, similar to the Planned Development additive zone (PD, Section 16-270 of the ~~Oxnard~~ City Code).

(B) Additive zone designations act as a suffix to the underlying zone designation. Under the AAHOP, the R-3 "Garden Apartment" zone would become the R-3-AH, "Garden Apartment - Affordable Housing~~,~~" zone. The additive designation would be parcel specific to those sites designated in Part II of the Housing Element Supplement, as periodically updated (the Supplement). ~~A Zone Text amendment~~ An ordinance is required to create the additive zone and identified parcels would receive the designation in a process similar to a Zone Change initiated by the City. The AH additive designation may be removed ~~if the~~ from a property ~~is~~ developed for another use and placed on one or more other properties through the rezoning process so that a 'rolling inventory' of AH-designated sites provides enough development opportunities for all-affordable housing to meet whatever is the then remaining RHNA need, as determined by the Development Services Director whenever Part II of the Supplement is updated.

(C) The following ~~list~~ describes how the AAHOP and AH additive ~~zone will work~~ is implemented:

1. An AAHOP eligible project ~~would~~ shall be a housing or mixed-use development wherein all housing units are affordable to extremely low-, very low-, or low-income (at any ratio). One manager's unit is exempt from the affordability requirement. The affordable units must be deed restricted for 30 years (consistent with Density Bonus Law unless additional affordability is required or requested). The allowable density for the AH additive zone is ~~20 – 24~~ 18 – 39 units per acre, with most sites at 20 – 24 units per acre, as shown for each AAHOP site in Part II of the Supplement. Because the project is 100 percent affordable, it would automatically qualify for the 35 percent State density bonus at the developer's request by filing a Density Bonus permit request under applicable procedures and subject to applicable Density Bonus permit requirements.

2. Parcels and aggregations of parcels that will be designated with the AH additive zoning are shown in the Housing Element Supplement, Part II. AH-designated sites do not necessarily have to be available for sale or require owner permission, although both conditions are preferred. Supplement II may be amended to add, remove, or modify the AH additive sites by the City Council as a General Plan Amendment.

ATTACHMENT 5
PAGE 4 OF 8

3. As the AH additive designation does not replace the 2030 General Plan or underlying zone designations any proposed use or development other than an all-affordable AAHOP project shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

4. The City ~~will~~ commits to utilizing established development standards and modifying multifamily development standards, as necessary, to ensure maximum densities are achieved for AAHOP projects.~~allowed~~.

5. If an AH-designated site is approved for another use with a building permit or planning permit, the City and/or the applicant shall designate ~~provide~~ an AAHOP alternative site (or combination of sites) so as to maintain a rolling AAHOP inventory that meets or exceeds the then-remaining RHNA allocation for the 2006-2014 RHNA planning period. AH-designation of alternative site or sites shall be required as part of a General Plan or zoning amendment, use permit, or other action that effectively removes the original AH-designated site from the AAHOP inventory. In the event the designation of replacement AAHOP site(s) is an added application to a project applicant who is otherwise seeking general plan and zone code consistent entitlements that do not require City Council approval, the City shall be responsible for the designation of replacement AAHOP site(s) within one year from the date of the approved entitlements.

6. A Development Design Review (DDR) process (City Code §16-525) is required for all AH-designated projects and Attached Dwelling Unit Development Standards apply (City Code §16-360 to 16-363~~, City of Oxnard Municipal Code, Chapter 16 "Zoning"~~). ~~(See Section E for a complete analysis of the DDR permit process and Attached Dwelling Unit Development standards).~~ Other than a Density Bonus permit and/or subdivision map, no other discretionary review, such as a special use permit, planned unit development permit, shall be required.

7. Nothing in AAHOP prevents all or partially affordable housing projects on non-AH-designated sites pursuant to the applicable 2030 General Plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

8. AAHOP projects shall be consistent with an adopted specific plan, Urban Village strategy or concept plan, and the Downtown Strategic Plan wherever possible except for density and/or waiver of development standards necessary for the AH project's feasibility granted through the density bonus permit process or as provided in these regulations.

9. An AAHOP project shall be identified by the applicant at the time of the DDR application. The DDR application fee and applicable supplemental development and environmental analysis and impact fees are required. An AAHOP project applicant may identify and request one development standard concession as part of the DDR project application. Building heights have been set at six-stories by the 2030 General Plan and an increase in allowed stories up to six will

not be counted as a concession. Additional concessions may be requested with the State-density bonus if applicable and requested as part of a separate companion Density Bonus permit application. ~~The project applicant may also qualify for additional density bonuses, concessions, and incentives available consistent with State Density Bonus Law.~~

10. ~~In addition,~~ Although the City has many all affordable housing projects, the City recognizes it can be difficult to develop an AAHOP project and will consider assistance if appropriate funds are available. Assistance ~~:~~ the City ~~could~~ may consider includes: contributinge inclusionary in-lieu funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and, parking reductions.

11. Nothing in the AH-additive zone requirements shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

12. AAHOP projects require an appropriate level of CEQA documentation and are required to pay applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for a project of comparable size and use. An AAHOP project may be exempt from CEQA under certain conditions. The City would continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.

13. AAHOP projects may incorporate commercial, office, civic, educational, and/or other compatible uses that contribute to neighborhood and community compatibility, establishment of a sense of place, and/or further the goals and objectives of a draft or adopted Sustainable Community Strategy (SB-375) and related traffic reduction policies and programs.

14. AAHOP projects may be subdivided in a manner that portions of the project may exceed the designated housing density or have a different compatible use, so long as the overall applicable default density is achieved.

15. AAHOP project density is based on the site size less land dedications for roadway widening based either on the 2030 General Plan or the mitigation of AH project traffic impacts.

16. AAHOP projects shall incorporate good design ~~principals~~ principles and include on-site amenities appropriate for the resident population to be served.

17. AAHOP project applicants shall participate in at least one community workshop to present the AH project site design, circulation, and architectural elevations and receive public suggestions

regarding design compatibility with surrounding uses and possible environmental impacts.

18. Although the City does not see AAHOP acting as a constraint to meeting the City's RHNA, the City has included 2006-2014 Housing Element Program 27 to monitor the effectiveness of the AH additive zone and revise requirements as necessary.

(D) ~~AAHOP Sites~~ To determine ~~areas~~ additional parcels or groups of parcels that may be ~~that are~~ suitable for the AH additive zoning, potential sites shall be ~~staff completed a survey of potentially available sites generally of one acre size or larger throughout the City using aerial photographs, site visits, and recommendations from City officials and affordable housing providers and advocates.~~

~~These sites were~~ evaluated for their potential compatibility with adjacent land uses and availability of public services and found to either be suitable or have the potential to be suitable with careful design that provides buffers and transitions to adjoining neighborhoods. ~~Included in the site suitability analysis was a review of both vacant parcels and underutilized parcels that have the potential for redevelopment. These areas included commercial and industrial properties with vacant buildings and a mix of built and vacant land.~~

(E) AAHOP sites are divided and denoted in Part II of the Supplement in one of ~~into~~ four categories as follows:

A. **Vacant -** Land that is undeveloped (no structures) or is in agricultural use (but within the land area assumed develop by the 2030 General Plan and certified environmental impact report). These sites are largely ready to develop with minimal site preparation.

B. **Largely Vacant or Underdeveloped-** Minor structures and/or paving to be demolished, and homes and small business to be relocated.

C. **Large Vacant Structure or Older Strip Centers-** Possibility of commercial and/or market-rate housing mixed use due to location opportunity and/or need to create financial feasibility to remove a large vacant or relatively old commercial structure.

D. **Constrained Sites -** Sites with unique environmental or urban infill situations. These sites have challenges associated with their development, and their potential development was reduced accordingly, but none were considered significant enough to eliminate these sites as potential areas to provide affordable housing.

ATTACHMENT 5
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EXHIBIT "B"

Table G-1. Housing Element Implementation Programs			Implementation by					
Program	Objective (quantified/qualified)	Implements Policy				2013	2014	Ongoing
Program 3: All-Affordable Housing Opportunity Program Zone (AH) (Programs 5 and 6 in Revised 2000-2005 Housing Element) Responsibility: Development Services Funding: General Fund, Proposition 84 and other grants	Establish the AHHOP and AH additive zone designation, rezone sites to 'AH', and maintain a running inventory that meets or exceeds the remaining RHNA allocation need.	2.1 2.2 2.3 2.4				■		■ Within ~~120 days~~ one year after ~~adoption~~ certification of the Housing Element.

The AH additive zone has an allowable density of 18 – 39 units per acre, with most sites at 20-24-units per acre density for all-affordable housing projects (with the exception of 1 managers unit) or mixed-use projects with all-affordable housing (with the exception of 1 managers unit). The AH additive zone does not change the underlying General Plan or zone designations for all other uses and development review but acts as an additive zone (AH). The City will commit to utilizing established development standards and modifying multifamily development standards, as necessary, to ensure maximum densities are allowed.

The AH project applicant would be eligible for one development standard waivers ~~and/~~or concessions ~~such~~ side yard setback and may also qualify for additional density bonuses, concessions, and incentives available consistent with State Density Bonus Law. In addition, the City (as appropriate and as funds are available) could contribute ~~redevelopment~~ funds, soft costs for project development, gap financing, funding for public improvements (sidewalks, streets, etc.) and/or parking reductions. AH additive zone projects would permit owner and renter occupied multifamily uses by right (without a SUP, planned unit development permit or other discretionary review). Each AAHOP site will have a minimum of 20 units per acre except those designated for 18 units per acre which shall be at 18 units per acre minimum. AAHOP projects are subject to environmental clearance consistent with State law. AAHOP sites may be deleted or added so long as capacity remains to meet the remaining RHNA target.

ATTACHMENT 5
PAGE 8 OF 8

RESOLUTION NO. 2013-18

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL THE REZONING OF 116 PARCELS IDENTIFIED IN THE 2006-2014 HOUSING ELEMENT, SUPPLEMENT PART II, PAGES 8SII-37 TO 8SII71, INCLUSIVE BY APPLICATION OF THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) "–AH" ADDITIVE TO THE EXISTING ZONE DESIGNATION OF EACH PARCEL. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as they direct; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing;" and

WHEREAS, the Housing Element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the 2006-2014 Housing Element is required to be part of the 2030 General Plan and consistent therewith; and

WHEREAS, the City retained expert consultants to respond to HCD comments and direction resulting in the preparation of a draft dated February 2012 that was presented to the Planning Commission, Commission on Homelessness, and interested parties on several occasions between 2009 and June 2012; and

WHEREAS, the 2030 General Plan Final Program Environmental Impact Report (PEIR) and an addendum to the Final PEIR was prepared according to State CEQA Guidelines Section 15164 to document environmental impacts of the 2030 General Plan, the Final PEIR was completed in accordance with CEQA and reflects the independent judgment and analysis of the City, and the Final PEIR was certified in accordance with Section 15090 of the State CEQA Guidelines; and

ATTACHMENT 6
PAGE 1 OF 8

WHEREAS, the 2030 General Plan Final PEIR included the housing, population, traffic, and related projected growth that is reflected in the 2006-2014 Housing Element; and

WHEREAS, the City of Oxnard 2006-2014 Housing Element was adopted on June 12, 2012 and certified by the HCD on July 18, 2012; and

WHEREAS, the Development Services Director certifies that the cumulative inventory of very low and low income units possible within the amended 2006-2014 Housing Element Supplement Part II AAHOP sites exceeds the remaining RHNA need for very low and low income housing units as of June, 2013; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan, 2006-2014 Housing Element, PEIR, and Statement of Overriding Considerations and Findings of Fact are located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission has held public hearings and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 13-570-02; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require adoption of Planning and Zoning Permit No. 13-570-02; and

WHEREAS, the proposed additive zone changes implement the AAHOP that is required by the 2006-2014 Housing Element, Program 3; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of Planning and Zoning Permit No. 13-570-02, amending the City's official Zoning Map to change the zoning designation of the parcels and/or addresses shown in Exhibit 'A', attached hereto and incorporated herein by reference.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013 by the following vote:

AYES: Commissioners: Nash, Okada, Mullin, Guevara, Stewart, Huber

NOES: Commissioners:

ABSENT: Commissioners: Murguia

Stephen H. Huber, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT 6
PAGE 2 OF 8

EXHIBIT A

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-570-02 (ZONE CHANGE) FOR 116 PARCELS IDENTIFIED AS CONSTITUENT PARCELS OF 36 ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) SITES WITHIN THE 2006-2014 HOUSING ELEMENT, SUPPLEMENT PART II, TABLE S-2, AS AMENDED, BY APPENDING THE CURRENT ZONE DESIGNATION WITH THE –AH ADDITIVE. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION.

WHEREAS, the City Council has carefully reviewed the application, staff report, minutes of testimony, and record of proceedings at the Planning Commission public hearing; and

WHEREAS, on June __, 2013, the City Council conducted a public hearing and received evidence in favor of and opposed to the application for a zone change requesting the –AH additive be appended to 116 parcels that are constituent parcels of 36 AAHOP designated sites; and

WHEREAS, the certified 2030 General Plan Program EIR previously covered the adoption of the 2006-2014 Housing Element, the 2030 General Plan includes policies and programs in place to evaluate and mitigate environmental impacts at a project level, AAHOP projects are subject to subsequent project-level CEQA review, an AAHOP project with unmitigatable adverse environmental impacts may be denied per Government Code Section 65589.5, the proposed General Plan and zone text amendments and rezoning implement programs previously reviewed by the 2030 General Plan Program EIR and two new AAHOP sites will undergo appropriate project level CEQA site-specific review when development is proposed; and

WHEREAS, the City Council finds after due study and deliberation that the proposed –AH additive zoning designation will bring the City into conformance with California housing law and State of California Department of Housing and Community Development directions and policies related to 2006-2014 Housing Element implementation; and

WHEREAS, the City Council finds that the additive zone change is consistent with the 2030 General Plan; and

WHEREAS, the -AH additive does not change any allowed uses, development rights, entitlements, and or development standards pursuant to the underlying current zone designations; the –AH additive does not, in and of itself, create a nonconforming status for existing uses and/or improvements on AAHOP sites; and, therefore, the –AH additive does not, in and of itself, lead to a physical change in the environment; and

ATTACHMENT 6
PAGE 3 OF 8

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. 13-570-02; and

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The zoning governing the properties listed in Exhibit "A" attached hereto and incorporated herein by reference are changed by amending their respective existing zone designation as of the date this ordinance takes effect with the zone additive "-AH".

Part 2. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

Part 3. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on ____, 2013, and finally adopted on _____, 2013, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this day of , 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

ATTACHMENT 6
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EXHIBIT A

Assessor Parcel Number	Address or Location if no address	Zoning	Re-zoning
20208317	844 South A Street	CBD	CBD-AH
22300412	5536 Cypress Road	R-2	R-2-AH
139026007	2121 North Oxnard Boulevard	C2-PD	C2-PD-AH
142001034	n of 2420 N Oxnard	C2-PD	C2-PD-AH
142002101	2420 N Oxnard Blvd.	C2-PD	C2-PD-AH
181005501	2300 W Gonzales	R1	R1-AH
188011045	Southeast corner of Wooley Road and Harbor Boulevard	RP*	RP*-AH
200008219	1205 N. Oxnard Blvd.	C2-PD	C2-PD-AH
200010002	1341 N. Oxnard Blvd	C2-PD	C2-PD-AH
200010003	1345 N. Oxnard Blvd.	C2-PD	C2-PD-AH
200010004	n of 1341 N Oxnard Blvd	C2-PD	C2-PD-AH
200029134	321 North F Street	R3-PD	R3-PD-AH
201021308	south of 536 Meta St	CBD	CBD-AH
201021309	536 Meta Street	CBD	CBD-AH
201021310	538 Meta Street	CBD	CBD-AH
201027202	east of 125 E 7th St	CBD	CBD-AH
201027203	141 E 7th Street	CBD	CBD-AH
201027204	131 E 7th Street	CBD	CBD-AH
201027205	125 E 7th Street	CBD	CBD-AH
201027305	830 S Oxnard	CBD	CBD-AH
201027306	820 S Oxnard	CBD	CBD-AH
201027307	830 S Oxnard	CBD	CBD-AH
201027308	804 S Oxnard	CBD	CBD-AH
201027309	750 S Oxnard	CBD	CBD-AH
201028211	950 S. Oxnard Blvd.	CBD	CBD-AH
202005402	111 South A Street	C-2	C-2-AH
202005403	121 South A Street	C-2	C-2-AH
202005404	131 South A Street	C-2	C-2-AH
202005407	241 W Second Street	C-2	C-2-AH
202005408	s of 136 S B Street	C-2	C-2-AH
202005409	136 South B Street	C-2	C-2-AH
202005410	n of 136 S B Street	C-2	C-2-AH
202013301	416 W. Sixth Street	CBD	CBD-AH
202013302	613 South C Street	CBD	CBD-AH
202013303	619 South C Street	CBD	CBD-AH
202013304	625 South C Street	CBD	CBD-AH

ATTACHMENT 6
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202013305	637 South C Street	CBD	CBD-AH
202013306	643 South C Street	CBD	CBD-AH
202018307	south of 844 S A St	CBD	CBD-AH
202018309	826 South A Street	CBD	CBD-AH
202018310	south of 812 S A St	CBD	CBD-AH
202018311	312 South A Street	CBD	CBD-AH
202018312	800, 808, and 810 S. A Street	CBD	CBD-AH
202018314	south of 852 S A St	CBD	CBD-AH
202018315	127 - 131 Ninth Street	CBD	CBD-AH
202018316	834 South A Street	CBD	CBD-AH
203005019	750 W Wooley Road	R-1	R-1-AH
203005024	624 W Wooley Road	R-1	R-1-AH
203006201	1227 South C Street	R3	R3-AH
203006202	1239 South C Street	R3	R3-AH
203007027	1150 South C Street	R-3	R-3-AH
203007028	1132 South C Street	C-PD	C-PD-AH
203007034	1111 S. Saviers Road	C2	C2-AH
203012041	1369 South Saviers Rd	C2	C2-AH
203012048	1309 - 1331 Saviers Rd	C2	C2-AH
203012050	1361 - 1367 Saviers Rd	C2	C2-AH
204002005	1250 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002008	1240 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002009	1240 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002010	1220 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002011	north of 1220 S Oxnard	C-2 PD	C-2 PD-AH
204002014	north of 1210 S Oxnard	C-2 PD	C-2 PD-AH
204002015	north of 1210 S Oxnard	C-2 PD	C-2 PD-AH
204002021	1210 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002026	former drive in theater	R-3-PD	R-3-PD-AH
204002027	1246 S Oxnard Blvd	C-2 PD	C-2 PD-AH
204002028	north of 1246 S Oxnard	C-2 PD	C-2 PD-AH
204006003	1225 S Oxnard	CM-PD	CM-PD-AH
204006004	1243 S Oxnard	CM-PD	CM-PD-AH
204006012	1251 S Oxnard	CM-PD	CM-PD-AH
204006013	1263 S Oxnard	CM-PD	CM-PD-AH
204007301	1325 S Oxnard	C-2	C-2-AH
204007302	1345 S Oxnard	C-2	C-2-AH
204007317	1345 S Oxnard	C-2	C-2-AH
204007318	1401 S Oxnard	C-2	C-2-AH

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205014132	1345 West Channel Islands Boulevard	C2-PD	C2-PD-AH
205014132	105 W. Pleasant Valley	C2	C2-AH
205044308	3461 Saviers Road	C2	C2-AH
216006107	1800 Camino Del Sol	C2-PD	C2-PD-AH
217003002	1450 Rose Avenue	R3-PD	R3-PD-AH
222001110	5577 Saviers Road	C-2 PD	C-2 PD-AH
222001111	5587 Saviers Road	C-2 PD	C-2 PD-AH
222001126	5513 Saviers Road	C-2 PD	C-2 PD-AH
222001127	5557 Saviers Road	C-2 PD	C-2 PD-AH
222001128	5527 Saviers Road	C-2 PD	C-2 PD-AH
222001128	227 W Hueneme Road	C-PD	C-PD-AH
222001129	5489 Saviers Road	C-2 PD	C-2 PD-AH
222001130	161 W Hueneme Road	C-2 PD	C-2 PD-AH
222008229	201 W Hueneme Road	C-PD*	C-PD*-AH
222008255	541 W Hueneme Road	C-2	C-2-AH
222008256	555 W Hueneme Road	C-2	C-2-AH
222008257	527 W Hueneme Road	C-2	C-2-AH
222008258	561 W Hueneme Road	C-2	C-2-AH
222008258	East of 441 W Hueneme	C-2	C-2-AH
222008259	East of 441 W Hueneme	C-2	C-2-AH
222008263	451 W Hueneme Road	C-2	C-2-AH
222008265	441 W Hueneme Road	C-2	C-2-AH
222010201	110 W Pleasant Valley Rd	C-2-PD	C-2-PD-AH
222010218	n of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222010219	5141 Saviers Road	C-2-PD	C-2-PD-AH
222010225	n of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222010227	n of 5141 Saviers Rd	C-2-PD	C-2-PD-AH
222015201	4684 Saviers Road	C-2-PD	C-2-PD-AH
222015202	4700 Saviers Road	C-2-PD	C-2-PD-AH
222016010	234 Johnson Road	R2-PD	R2-PD-AH
222016012	264 Johnson Road	R2-PD	R2-PD-AH
222016013	286 Johnson Road	R-1	R-1-AH
222016015	300 Johnson Road	R-1	R-1-AH
222016016	320 Johnson Road	R-1	R-1-AH
223004103	5690 Cypress Road	R3-PD	R3-PD-AH
223004104	s of 5690 Cypress Rd	M1-PD	M1-PD-AH
223009001	5482 Cypress Road	R-2	R-2-AH
225001402	Between Japanese and and Masonic cemeteries	C-R	C-R-AH
225001416	east of 2250 E P.Valley	CR	CR-AH

ATTACHMENT 6
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225001418	2593 Etting Road	C2-PD	C2-PD-AH
225001419	2250 E Pleasant Valley	CR	CR-AH

End of Exhibit A

ATTACHMENT 6
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CITY OF OXNARD CALIFORNIA

Meeting Date: 07/09/13

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

Prepared By: Todd Housley, Environmental Resources Superintendent TH Agenda Item No. K-1

Reviewed By: City Manager KRB City Attorney SMF Finance AC Public Works

DATE: May 21, 2013

TO: City Council

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

SUBJECT: **Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7593)**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an Agreement for Consulting Services No. A-7593 with Gershman, Brickner & Bratton, Inc. (GBB) for an amount not-to-exceed $284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).

2. Approve a Special Budget Appropriation in the amount of $284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement No. A-7593 with GBB.

DISCUSSION

On October 23, 2012, the City Council approved the Second Amendment to the Agreement for Consulting Services with HF&H for the implementation, management and facilitation of the RFP for the management, operation and maintenance of the Del Norte Facility. In addition, HF&H was directed to work with City staff to evaluate the feasibility of the City operating the Del Norte Facility.

On February 5, 2013, the City Council received a report from HF&H regarding the evaluation of the City's option to operate the Del Norte Facility and the terms and conditions of selecting a private operator through the competitive process of an RFP. The findings reported by HF&H concluded that the City lacked the expertise in facility operation and that municipal operation of similar facilities is infrequent. Based upon these reasons, HF&H recommended that Council direct staff and HF&H to finalize and release the RFP package for a private operator. After deliberation, Council determined to move forward with the RFP process and have HF&H and staff return to Council for review and release of the final RFP package.

On March 5, 2013, the City Council received a follow-up report from HF&H and staff for review and release of the final RFP package. Council directed HF&H and staff to extend the Del Norte RFP proposal due date by 60 days to July 15, 2013 (120 days total) to allow time for the City to hire a consultant to assist staff with preparing a proposal as a public option to manage, operate and maintain the Del Norte Facility.

On March 26, 2013, the City issued an RFP to 22 firms for consulting services for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility. On April 8, 2013 four firms attended a mandatory pre-proposal meeting. Two firms responded with proposals by the RFP proposal due date of April 19, 2013. After reviewing the proposals and interviewing the firms, staff determined GBB to be the most qualified firm to develop a business plan for the City's option to manage, operate and maintain the Del Norte Facility. Staff negotiated the initial cost proposal of $350,000 to $284,100.

The Agreement with GBB includes the following scope of work:

1. Assess the current condition of the Del Norte Facility including building, equipment, operation, incoming material volumes and characterization.
2. Develop a business plan for the City to manage, operate and maintain the Del Norte Facility.
3. Develop a cost plan, staffing plan, equipment plan, materials diversion plan, and recyclables marketing plan.
4. Prepare the City proposal for public option to manage, operate and maintain the Del Norte Facility and submit the proposal to HF&H.

The City's goal is to conduct a fair and transparent selection process such that:

- The potential proposers will have confidence that they will have equal access to information and a fair objective consideration of their proposals, and
- The public will have confidence that it will receive the best value related to the expenditure of public funds.

To meet this goal, the City proposal must:

- Be submitted in substantially the same format and at the same time as the private proposals,
- Respond to the same requirements and requests for information of the private proposers,
- Be evaluated by the independent Evaluation Team using the same criteria and standards applied to all proposers.

The recommendations of the evaluation team including the basis for that recommendation will be presented to Council for approval prior to proceeding with the necessary steps required for negotiations and final agreement recommendations for Council consideration.

FINANCIAL IMPACT

Funds are not currently budgeted for this agreement. The attached Special Budget Appropriation allocates $284,100 from the Solid Waste Operating Fund Balance to provide the necessary funding.

Attachment #1 - Agreement No. A-7593
#2 - Special Budget Appropriation

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 9th day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Gershman, Brickner & Bratton, Incorporated ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for the development of a Business Plan for the City Operation and Maintenance of the Del Norte Regional Recycling and Transfer Station as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Environmental Resources Superintendent (Manager), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Harvey W. Gershman as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 9, 2013, and expire on December 31, 2013.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $284,100 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general

liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services. Subconsultants approved by the City for this project include J.R. Miller & Associates, James Binder, P.E., and Constance Hornig, Esq.

17. Non-Appropriation of Funds

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

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but

not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Gershman, Brickner & Bratton, Inc., 8550 Arlington Boulevard, Suite 304, Fairfax, VA 22031-4620, Attention: Harvey W. Gershman, President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Housley, Environmental Resources Superintendent.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CONSULTANT

Harvey W. Gershman, President
Gershman, Brickner & Bratton, Inc.

APPROVED AS TO INSURANCE

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

Exhibit A
Scope of Service

The Consultant shall perform the following tasks:

TASK NO. 1 DEVELOP BUSINESS PLAN - $44,000

1. Develop a business plan for the City to operate and maintain the Del Norte Facility. This includes the specifications of base services that are addressed in Section 4 of the Del Norte Request for Proposal (RFP) such as; Materials Acceptance, Operations, Diversion Services including the marketing and sale of recyclable materials, Maintenance, Equipment Upgrades, Customer Relations, and Data Management and Reporting.

   Consultant shall review the current collection services, including participation rates, commercial collection routes, and contamination levels in various recycling streams to make recommendations on system changes. The Business Plan will address several alternative strategies and estimated resources to implement and cost implications of each. The format of the Business Plan will be in an Executive Summary format, i.e. a brief document summarizing where the City is with regard to solid waste management, regulatory background and trends, changes it needs to consider for the future, and how the Del Norte Facility and the adjacent site fit into the City's future solid waste management needs and system.

Outcome/Product Delivery:	Business Plan Report Document
Meetings:	2 Meetings

TASK NO. 2 DEVELOP COST PLAN - $51,000

2. a. Develop a cost plan in conformance to the Del Norte RFP and the term specified in the Del Norte Sample Service Agreement for a ten-year term with two five-year incremental terms that provides for the City's performance of base services as specified in Section 4 of the Del Norte RFP. The cost plan shall include the cost components of a staffing plan, equipment plan and a diversion plan.

   Consultant shall review historic operational data and conduct site observations under both peak and routine operating conditions. This information will provide baseline operational data for receiving, processing and handling materials, loading transfer trailers and other operations. Once the baseline operating conditions are developed and reviewed, Consultant will develop a comprehensive financial model to show each operating function or unit. The financial model will provide information in specific categories as required for the Operation &Maintenance (O&M) proposal.

   b. The staffing plan shall specify the proposed number of full-time employees with salaried and hourly wages and benefits to perform base services as specified in Section 4 of the Del Norte RFP. The staffing plan shall list the positions; the number of such positions needed for each area (i.e. number of material recovery sorters for the area of material recovery operations, waste floor sorters for transfer operations area...).

   The staffing plan will be developed considering the baseline conditions and the conditions to be incorporated into the RFP. Overtime conditions versus adding shifts or part time personnel will be evaluated to determine the best approach for meeting

the requirements of the RFP. A staffing table by job classification/category consistent with the City's personnel will be prepared. The staffing table will be one element of the comprehensive financial model to be used to prepare the City's proposal.

c. The equipment plan shall specify the equipment and machinery necessary to perform the receiving, processing, recovering/diverting and transporting of materials at the Del Norte Facility.

   The equipment plan will focus on the immediate needs to provide the necessary rolling stock for direct operations of the basic operations. Front loaders, skid loaders and forklifts for moving materials will be assessed. If the City has equipment from existing operations to be committed to operations, it will be discussed and evaluated. Any support equipment needed such as roll offs, containers and other equipment will be determined. Once the equipment needs are established, options to acquire the equipment can be developed.

   Consultant shall assess the condition of the existing MRF to determine what equipment may be replaced or if there are more significant modifications to be considered. These options will be developed as part of the business plan as well as potential options for the City's RFP.

d. The Consultant shall develop a diversion plan based on the minimum diversion requirements set forth in Table 4 in Section 4 of the Del Norte RFP. The Consultant shall analyze the results of the waste audit and data and observations from the site visits to make recommendations for innovative ways to develop unique reduction, reuse, and recycling programs that are tied to specific MRF operations. The Consultant shall look for ways for the City to utilize the newest technologies and most modern practices available for waste management, hauling, and materials marketing to improve recycling and reuse programs.

e. The Consultant shall develop a marketing plan that shall contain the following information but not limited to: (1) Types, quantities and specifications of recovered material; (2) Prices, purchasers and contracts – identifying domestic and international markets, spot market contracts and long-term contracts, creating new markets for materials not currently saleable; (3) Marketing such as advertising and sales promotion strategy and budget; contingency actions in the event certain recovered material cannot be sold.

   Consultant shall assist the City in the development of specialized waste and recycling marketing campaigns and incorporate projections of future recycling markets and recommend strategies for the City to effectively respond to those market conditions. As there are many private firms in the area that currently engage in the sale of recovered materials to domestic and foreign markets, the Consultant shall develop partnership(s) with one or more of these firms, to assist the City to assess the current program.

Outcome/Product Delivery:	Cost Plan, Staffing Plan, Equipment Plan, Diversion Plan, Marketing Plan completed in conformance to the Del Norte-RFP managed by HFH.
Meetings:	0 Meetings

TASK NO. 3 ASSESSMENT OF DEL NORTE FACILITY - $70,300

3. In order to prepare an accurate and justifiable business plan and cost plan, the firm shall make an assessment of the following:
    a. The current condition of the Del Norte Facility including the operation, building, equipment and rolling stock.
    b. Incoming material characterization and material volumes at the Del Norte Facility.
    c. Material characterization and volume of City collection
    d. Determine waste-to-energy facilities compatible with incoming material and operations at the Del Norte Facility.

Consultant shall conduct a full review of the existing structures, pavement conditions, processing equipment and other elements of the infrastructure in the early phase of the project. Once the inventory is complete a site master plan will be developed to consider ways to incorporate operating efficiencies and provide for future services as part of a longer term business strategy. If there are basic facility deficiencies that will be critical to continued operations, those items will be provided along with appropriate remedies for budgeting purposes. Consultant shall conduct visual observation of selected loads as they are received and unloaded at the facility. The focus shall be on a relatively short list of materials; those materials that have potential for diversion programs either in operation or through growth of the City's recycling programs, including grades and estimated volume of recyclable paper; corrugated containers; plastic and glass containers; container and non-container metals (scrap metals, ferrous containers, aluminum cans); food waste; and contaminated recyclable materials. The information reviewed and obtained along with the estimates prepared during the execution of the site assessment will be used in part in the preparation of the Business Plan revenue and cost projections.

The Consultant shall present a summary of current and emerging technologies for solid waste management and will compare these technologies to the current state of waste management in qualitative and, if possible, quantitative aspects. The summary of technologies will include a description of the technologies, status of commercial application, potential environmental benefits, and high-level economics. An economic analysis will be prepared for up to two different conversion technology alternatives assuming location at the adjacent site to the Del Norte Facility. The projected economics for conversion technology will be compared to currently available disposal costs, and as projected forward for 25 years. Results will be presented on a cost per ton basis and on a net present value basis.

Outcome/Product Delivery:	Draft memorandum of assessment findings of the Del Norte Facility and compatibility of waste-to-energy there.
Meetings:	1 Meeting

TASK NO. 4 - PREPARE AND SUBMIT PROPOSAL TO HFH BY SEPTEMBER 24, 2013 - $77,700

4. The Consultant shall utilize the business plan and the cost plan for base services and "Optional Services" as specified in Section 4 of the Del Norte RFP, to prepare and submit a proposal for the City to operate and maintain the Del Norte Facility. The Consultant shall provide advance review by City staff before submitting the proposal by the deadline date of September 24, 2013 to HF&H Consultants, LLC – Peter Deibler, 201 North Civic Drive, Suite 230, Walnut Creek, CA 94596-3880. The Consultant shall follow all guidelines and procedures in accordance to the Del Norte RFP issued by HF&H Consultants for the submittal of the City's proposal. The Consultant shall research the feasibility and incorporate, if appropriate, a joint proposal between the City and a public or private agency for the co-operation and maintenance of the Del Norte Facility.

   Consultant shall review the advertised RFP and other documentation for the City of Oxnard and develop a detailed plan for development of the proposal. The Consultant shall review Oxnard's current contract, related system documentation, and the RFP in preparation for strategy input and proposal preparation; develop comments on the RFP and questions to be addressed by the City to support the proposal; suggest alternative potential approaches, including other partners the City of Oxnard should consider to participate in its submission; and issue tasks to proposal development team members, and provide periodic updates of same.

   The Consultant shall prepare a draft proposal that is responsive to the RFP and incorporates the inputs from the City, completing development and proposal drafting assignments agreed upon, and will conduct weekly coordination meetings to review status of assignments, track proposal development, issue weekly updates following weekly coordination conference call, assemble working drafts of proposal taking input from various sources, and advance drafts to final documents for review.

   An electronic copy of the Draft Proposal will be distributed to the City of Oxnard on the scheduled date identified in pre-proposal planning. After the receipt of the Draft Proposal by the City, the Consultant shall meet for a face-to-face review and comment session for the Draft Proposal.

   Consultant shall develop a rate and pricing model that will provide the basis for estimating the pricing that the City needs to include in its proposal to the Del Norte O&M RFP requirements. The Consultant shall work closely with the City staff in reviewing MRF operations to gather background on the service areas and in efforts to establish reasonable performance parameters for the rate model. Where information does not exist, Consultant will use estimates based on its experience in the solid waste and recycling industry. Consultant shall also provide sub-models to include all the services that the City needs to propose to the Del Norte RFP and that reflect the business model developed during our discussions in developing the proposal.

Outcome/Product Delivery:	Excel workbook with Cost Forms and Proposal document for City to operate and maintain the Del Norte Facility.
Meetings:	2 Meetings

TASK NO. 5 - PROJECT MANAGEMENT, MEETINGS AND BREIFINGS - $41,100

5. Consultant shall represent the City and attend meetings such as City Council meetings, City staff meetings, panel interviews, conference calls, as necessary to complete the scope of work relating to Tasks #1 through #4. Consultant shall account for attendance at two or three City Council meetings and one interview panel meeting that may include Consultant's delivery of presentations of the City proposal to operate and maintain the Del Norte Facility, addressing City issues that may arise regarding public operation such as procurement of the marketing and selling of recyclable materials and transition period from private to public agency operation.

Outcome/Product Delivery	Draft and final meeting notes
Meetings:	4 Meetings

Exhibit B
Schedule

This engagement shall commence on July 9, 2013 and is anticipated to be completed on September 24, 2013. Consultant and Manager shall meet and agree upon a detailed schedule for the performance of the various phases and tasks within this schedule.

			Week													
Task		Description	07/09/2013	07/16/2013	07/23/2013	07/30/2013	08/06/2013	08/13/2013	08/20/2013	08/27/2013	09/03/2013	09/10/2013	09/17/2013	09/24/2013	10/01/2013	10/08/2013
1		Develop Business Plan														
2	a	Develop Cost Plan														
2	b	Develop Staffing Plan														
2	c	Develop Equipment Plan														
2	d	Develop Diversion Plan														
2	e	Develop Marketing Plan														
3	a	Assess Condition of Del Norte Facility														
3	b	Assess Material Characterization & Volume														
3	c	Assess Material Characterization & Volume of City Collection														
3	d	Determine Conversion Technologies Facilities														
4		Prepare and Submit Proposal														
5		Project Management, Meetings and Briefings														

Exhibit C
Compensation

The basis of compensation shall be time and materials not to exceed $284,100.

Consultant shall invoice the City for progress payments on a monthly basis. Invoices are due and payable within thirty days of receipt.

A retainer of $0 will be required in advance of start of work. This retainer will be credited against the last invoice on this project.

Consultant has established the following billing rates for professional consulting services:

CONSULTANT STANDARD HOURLY RATES AND BILLING ARRANGEMENTS
(Effective May 21, 2013)

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

Position	Rates
President	$246.00
Senior Vice President	$205.00
Vice President	$174.50
Principal Associate	$148.50
Project Engineer/Sr. Consultant/Support Dir.	$113.00
Consultant II/Engineer II/Contract Administrator	$ 92.50

Direct Expenses

Standard charges for common direct expenses are as follows (a fee of 5% will be applied to expenses, including subcontractors):

Automobile Travel	Current IRS Rates per mile (or $84.75/day plus fuel; whichever is less)
Local Travel (tolls, parking)	As Incurred
Room and Board	As Incurred
Air Travel	Coach Class, Discount Fares when available
Document Reproduction	15 cents per page (black & white) 25 cents per page (color)
Facsimile	50 cents per page
Telephone	As Incurred
Public Conveyances	As Incurred
Postage	As Incurred
Overnight Mail and Couriers	As Incurred
Graphics and Art	As Incurred
Subcontractors	As Incurred

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7593
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. A-7593 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 5/13

INS-B

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible with an Aggregate of $_____ coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.A-7593
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( )

Rev. 5/13 INS-B

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7593
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( )

Rev. 5/13

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Public Works **Date:** July 2, 2013

Project/Program Manager: Rob Roshanian **Phone:** 7682

Reason for Appropriation:

To provide funding for scope of work to be performed by GBB Consultants to Agreement No. A-7593 for GBB to prepare a City business plan and proposal for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station.

Accounts and Descriptions		AMOUNT
Fund: SOLID WASTE OPERATING (631)		
Expenditures/Transfers Out		
Solid Waste Operating Fund		
631-6301-842-8209	SOLID WASTE PLANNING - PROFESSIONAL SERVICES	284,100
	Sub-total Expenditures	284,100
	Net Change to Fund Balance	**284,100**

Approvals

Department Director

Chief Financial Officer James Camera

City Manager Karen R. Burnham

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Attachment No. 2
Page 1 of 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 09 /2013

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

Prepared By: Daniel Martinez, City Clerk Agenda Item No. M-3

Reviewed By: City Manager JRB City Attorney SMF Finance JC Other N/A

DATE: July 1, 2013

TO: City Council

FROM: Daniel Martinez, City Clerk
City Clerk's Office

SUBJECT: **Agreement for Publication of Legal Notices and Legal Advertisements**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement (A-7599) with the Ventura County Star Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.

DISCUSSION

1. Background

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was emailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. These newspapers included the Ventura County Star (Star), Ventura County Reporter (Reporter), Tri-County Sentry Newspaper and Vida Newspaper (Vida). Responses were received from all newspapers except Tri-County Sentry Newspaper.

The City Clerk's Office coordinated a selection committee consisting of representatives from the City Clerk's Office, City Manager's Office, Housing Department, Public Works Department, Public Information Division (City Manager's Office) and Planning and Environmental Services Division. After reviewing the responses to the RFP, the selection committee recommends that the City Council award the agreement for publication of legal notices and legal advertisements to the Ventura County Star Newspaper (Star).

2. Analysis of Proposals

It was very difficult to evaluate the newspapers due to: 1) comparing a daily paper to a weekly paper(s); 2) comparing reader estimates received from newspapers; 3) comparing readership of a free paper(s) to one with paid subscribers, and 4) that all newspapers use different formats (columns sizes).

Before the proposals were opened, the committee established that the newspapers would be evaluated using a 100 point value system (attachment #1) with the following criteria: price for publication (30), printing options (30), estimated number of readers (10) and any special service options that may be provided (30). The committee also considered "customer service" as a criteria but did not have enough data from City departments to consider this element. To be considered for this proposal, the newspaper must be adjudicated by the Ventura County Courts and submit their proposal with requested information. The Star, Reporter and Vida are adjudicated by the courts for the City of Oxnard.

Price was divided into two types: "Classified" which is placed in classified section of newspaper and "Display" which is usually placed in section "B" of the newspaper with a border. The majority of the publications will be placed in the "Classified" section of the newspaper. The Reporter Newspaper received all thirty points since it had the lowest cost for both classified and displayed advertisements.

Price	Reporter	Star	Vida
Classified	$10.00	$14.14	$11.75
Displayed	$10.00	$23.53	$11.75

Printing options consisted of: 1) number of days notice needed before printing and 2) frequency of printing. Vida received points due to having a one day notice requirement to publish. The Star received the majority of points due to providing the option of printing any day of the week and printing consecutive days.

According to the information received from the newspapers regarding readership, Vida had the greatest number of estimated readers and received the most points for this criteria.

Since all newspapers provided electronic access to the public to view legal notices, no points were provided to any newspaper.

The Star received the majority of points because HUD and other agencies providing grants required printing in this newspaper. Vida also received points due to having an English/Spanish readership and printing in both languages.

Five individuals evaluated the RFP with the following total numbers:

	Reporter	Star	Vida
Total Points	150	220	130

The committee recommends the selection of the Star because it met or exceeded the minimum criteria set forth in the RFPs which are:

1) Compliance with State Requirements. State law requires publication of legal notices in a "newspaper of general circulation." The Star met this requirement.

2) Circulation and Area Coverage. The Star's average number of readers in the Oxnard area is 24,851.

3) Frequency of Publication. The Star is a daily newspaper.

4) Flexibility of Submittal and Publication Timelines. The Star normally requires advertisement submission of three days prior to legal (classified) notice publication and three days prior to legal (display) publication.

5) Cost. The Star proposes a cost of $14.14 per inch for legal (classified) notices and $23.53 per inch for legal (display) advertisements.

3. Findings

Staff recommends that the City Council select the Star for the publication of legal notices and legal advertisements. Staff recommends not mandating publishing all legal advertisements in more than one newspaper due to increased legal publication costs. Finally, staff recommends the continuing practice of a department or division placing legal notices or legal advertisements in more than one newspaper if there is a legal requirement or great public interest regarding the item.

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2013-14 budget.

Attachment #1 - Evaluation of Newspapers
Attachment #2 - Agreement For Legal Notice and Legal Advertisements.

June 11, 2013

Evaluation of Newspapers for Legal Advertisement

		Reporter	Star	Vida
Price				
Classified	15	_____	_____	_____
Displayed	15	_____	_____	_____
Printing Options				
(Daily vs Weekly)	20	_____	_____	_____
Notice to print	10	_____	_____	_____
Customer Service	no way to evaluation			
Pre-View, Corrections,	Billing			
Public View	10			
Number of Ox. Readers		_____	_____	_____
Special Options	30	_____	_____	_____

Attachment No. 1
Page 1 of 1

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2013, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Ventura County Star ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services

a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.

b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.

c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City

employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.

3. Correction of Errors Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.

4. Principal in Charge Newspaper designates Maria Rodriguez as principal in charge and person responsible for necessary coordination with Clerk.

5. Time for Performance Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least 3 days prior or TBD days prior to a holiday to the first date of publication.

6. Term of Agreement This Agreement shall begin on July 1, 2013, and shall expire on June 30, 2014.

7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.

8. Compensation

a. City shall pay Newspaper for the services of publishing legal notices at the rate of $ 14.14 per inch for a publication in the Classified Section.

b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of $23.53 per inch for publication in Display Section.

c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.

d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.

e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment

a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.

b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Business License Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance

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

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

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

12. Independent Contractor

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

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

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

13. Assignability of Agreement This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.

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

15. Fair Employment Practices

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

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

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

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

16. Force Majeure Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

17. Time of Essence Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

18. Compliance with Laws Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

19. Notices

a. Any notices to Newspaper may be delivered personally or by mail addressed Attention: Maria Rodriguez

b. Any notices to City may be delivered personally or by mail addressed to Daniel Martinez, City Clerk, 305 West Third Street, Oxnard, California 93030.

20. Amendment The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.

21. Entire Agreement This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn
Mayor

NEWSPAPER

Shannon Hanes
Vice President, Advertising
Ventura County Star

APPROVED AS TO FORM:

for
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT:

Karen R. Burnham
Interim City Manager

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/9/2013

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

S-1

Prepared By: Karen R. Burnham, Interim City Manager Agenda Item No. _____

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

DATE: June 24, 2013

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.

City Manager Contract List for 07/09/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	**General Services - Parks and Facilities Development**	**Penfield & Smith Engineers**	**GS09-11-College Park Ph. 1C -Design close-out**	**$5,984**
		Ralph Alamillo	Agreement No. 4761-09-CM	This action extends the contract for project GS09-11-College Park Ph. 1C -the design close-out of all construction drawings and as-builts and other project related documentation as required. Also added cost to cover the additional time spent by Designer on field inspections and reviews of submittals for the drainage system on the soccer fields to ensure all equipment was installed correctly and in working order.	
		754-7155	Amendment 3	**Total Contract Amount: $576,517**	
				FundingSource: Measure O Funds	
B	Amendment	**CM General Services**	**Penfield & Smith Engineers**	**On-Call Engineering Services**	**$150,000**
		Ralph Alamillo	Agreement No. A-7425	Last extension of current agreement allowing for one additional year of on-call engineering services for case by case projects for various projects throughout the year.	
		385-7821	Amendment 3	**Total Contract Amount: $900,000**	
				FundingSource: Various by project	
C	Amendment	**General Services - River Ridge Golf Course**	**Ventura Regional Sanitation District**	**Consulting Services for the Santa Clara Coastal Landfills**	**$70,090**
		Michael Henderson	Agreement No. 5421-11-CM	Provide gas monitoring, storm water monitoring and reporting for the Santa Clara and Coastal Landfills. To be in compliance with the California Water Quality Control Board, California Integrated Waste Management Board and Solid Waste Local Enforcement Agency it is mandated that this monitoring takes place.	
		805-385-7950	Amendment 2	**Total Contract Amount: $169,890**	
				FundingSource: Golf Course	
D	Change Order	**Public Works/CPM**	**Mladen Buntich Construction Company**	**Hueneme Road Recycled Water Pipeline Project**	**$84,992**
		Lou Balderrama	Agreement No. A-7519	For costs associated with the following items: 1. MBC relocated approximately 800 lineal feet of a 10" irrigation pipeline discovered during potholing which conflicted with the recycled water pipeline alignment on a time and material basis. 2. Continued work on reloction of the 10" pipline on a time and material basis. This contract was a Public Bid.	
		340-5358	Change Order 6	**Total Contract Amount: $6,145,138**	
				FundingSource: Grants and Water Bonds	

ATTACHMENT #1
PAGE 1 OF 3

City Manager Contract List for 07/09/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Change Order	Public Works/CPM	Mladen Buntich Construction Company	Hueneme Road Recycled Water Pipeline Project	$51,164
		Lou Balderrama	Agreement No. A-7519	For costs associated with the following items: 1. Removal of cement treated base, 2. Removal of sewage from an improperly abandoned 12 in. sewer main, 3. Removal of a stock pile of dirt from the unidentified Calleguas easement, 4. Installation of active float pump system to provide temporary drainage for the nursery during construction, 5. Additional potholing, on a Time and Material basis, at Edison Drive and Hueneme Road intersection to facilitate the Navy Force Main rerouting at this location, 6. Removal and replacement of 8 in. irrigation lines interfering with construction. This contract was a Public Bid.	
		340-5358	Change Order 7	**Total Contract Amount: $6,196,302**	
				FundingSource: Grants and Water Bonds	
F	Change Order	Public Works/CPM	Mladen Buntich Construction Company	Hueneme Road Recycled Water Pipeline Project	$19,194
		Lou Balderrama	Agreement No. A-7519	For costs associated with the following items: 1. Removal of cement treated base, MBC equipment rental to facilitate interior pipeline survey, 3. Additional potholing, on time and material basis, for the construction of an 8 in. pressure blow off structure, 4. Removal and replacement of additional pavement that exceed contract quantity, 5. Installation of an additional 12 in. service turnout, and 6. Costs for active pump and float system. This contract was a Public Bid.	
		340-5358	Change Order 8	**Total Contract Amount: $6,215,497**	
				FundingSource: Grants and Water Bonds	
G	Change Order	Public Works/CPM	Mladen Buntich Construction Company	Hueneme Road Recycled Water Pipeline Project	$98,678
		Lou Balderrama	Agreement No. A-7519	For costs associated with the following items: 1. Scheduled acceleration to allow the contractor to work 24 hour shifts at the intersections of Edison Drive and Arcturus Avenue to minimize the impact to area businesses, 2. Removal of cement treated base in these intersections, and 3. Cost of flagstaff to improve the flow of traffic during the work at these intersections. This Change Order No. 9 was processed as an Emergency Change Order to avoid delay costs in the contract. This is to ratify action taken on June 18, 2013. This contract was a Public Bid.	
		340-5358	Change Order 9	**Total Contract Amount: $6,314,175**	
				FundingSource: Grants and Water Bonds	

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ATTACHMENT # 1
PAGE 2 OF 3

City Manager Contract List for 07/09/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
H	**Task Order**	**Public Works/Water**	**Sam Hill & Sons**	**Emergency Repairs to Water Infrastructure and Appurtenances**	**$49,700**
		Lou Balderama	Agreement No. A-7326	Remove an additional 10' of failed steel pipe and replace with 12" ductile iron pipe, remove and replace failed 12" gate valve, pressure test and chlorinate approximately 1100' of 12' water line on Channel Islands Blvd between Victoria Ave and Peninsula Rd. Public Bid PW10-08 opened 6/16/10 with three (3) contractors responding. Sam Hill was the low bidder. This action does not increase the overall contract amount.	
		340-5358	Task Order 32A	**Total Contract Amount: $1,800,000**	
				FundingSource: Water Operating Fund	

ATTACHMENT #1
PAGE 3 OF 3

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/09/13

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

Prepared By: Cynthia Daniels CD Agenda Item No. S-2

Reviewed By: City Manager KRB City Attorney SMF Finance JC Other *(Winegar)* KJW

DATE: June 19, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager Cynthia Daniels
Development Services Department

SUBJECT: **Appropriate Funds for the "Victoria Route Transit Stops" Project**

RECOMMENDATION

That City Council:

1. Recognize and appropriate the federal Congestion Mitigation and Air Quality Impact Mitigation (CMAQ) grant in the amount of $375,000 to "Victoria Route Transit Stops" Project No. 133108.

2. Reverse the appropriation of $264,700 from the Transportation Development Act Capital Improvement Project (TDA) Fund for transit stops serving the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard operated by Gold Coast Transit.

DISCUSSION

On April 13, 2012, the Ventura County Transportation Commission (VCTC) approved the City's application for a CMAQ grant for $375,000 for the new demonstration route for Gold Coast Transit service on Victoria Avenue and Channel Islands Boulevard. The Victoria Route project included design and construction of 13 transit stops with bus shelters, benches, signs, concrete pads, accessible ramps, and bike racks.

In mid-January 2013, VCTC staff advised the City that the VCTC grant application to the Federal Transit Administration (FTA) was on hold due to a change in the language of the last federal appropriations bill, MAP-21. VCTC could not commit to reimbursing the City until the FTA resolved their internal issues over funding operational activities with CMAQ funds. Although this project is not an operational activity (such as operating buses), the entire CMAQ application was on hold indefinitely for both operational and capital projects.

Because Gold Coast Transit was planning to start service in February, City Council approved the use of $264,700 in TDA funding until the CMAQ funds were released. City Council awarded the construction contract for project specification no. DS13-09 to Malibu Pacific Tennis Courts, Inc. for $232,417 on February 26, 2013. Twelve of the bus stops were installed and have been well received. Gold Coast

Transit successfully started the Victoria Route.

The CMAQ funds have now been released and staff is recommending the appropriation of those funds to replace the TDA funds used as a back stop for construction.

FINANCIAL IMPACT

CMAQ grant in the amount of $375,000 are recommended for appropriation to the Victoria Route Transit Stops project (No. 133108) and reversal of the original appropriation of TDA funds in the amount of $264,700.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 2, 2013

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

To reinstate CMAQ grant funding released by the FTA, per VCTC notification.

Accounts and Descriptions		AMOUNT
Fund: TDA/LTF 8 CIP Fund (212)		
Expenditures/Transfers Out		
Victoria Route Transit Bus Stops (133108)		
212-3125-826.84-51	Services From Other Programs	(40,650)
212-3125-826.86-04	Improvements Not Bldg--New	(205,759)
212-3125-826.86-09	Other Capital Assets	(18,291)
	Sub-total Expenditures	(264,700)
	Net Change to Fund Balance	**264,700**
Fund: Federal Grant (275)		
Revenues/Transfers In		
Transit Services CIP (3125)		
275-3125-531.72-01	Federal and State Grant Revenue	375,000
	Sub-total Revenues	375,000
Expenditures/Transfers Out		
Victoria Route Transit Bus Stops (133108)		
275-3125-826.86-09	Other Capital Assets	375,000
	Sub-total Expenditures	375,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**110,300**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 07 / 9 / 13

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

Prepared By: Jason M. Samonte Agenda Item No. S-3

Reviewed By: City Manager City Attorney Finance Development Services Director

DATE: June 5, 2013

TO: City Council

FROM: Jason M. Samonte, Traffic Engineer
Development Services Department

SUBJECT: **Overweight Vehicle Ordinance**

RECOMMENDATION

Approve first reading by title only and subsequent adoption of an ordinance adding Division 3 of Article III of Chapter 19 to the Oxnard City Code concerning use of City streets by overweight vehicles.

DISCUSSION

On occasion operators from the Port of Hueneme find it necessary to transport loads that exceed the maximum allowable weight as established in the California Vehicle Code (CVC). These vehicles must still meet certain requirements pertaining to axle loads. Adoption of an ordinance allowing for use of City streets by overweight vehicles will designate which streets overweight vehicles can travel on.

FINANCIAL IMPACT

Staff will perform a fee analysis and return to City Council with recommendations.

JMS/jms

Attachment #1 - Use of Streets by Overweight Vehicles Ordinance

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 OF ARTICLE III OF CHAPTER 19 TO THE OXNARD CITY CODE CONCERNING USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

.....

WHEREAS, Section 35551 of the California Vehicle Code establishes a maximum allowable gross weight for the operation and movement of vehicles and loads upon City streets and highways; and

WHEREAS, Section 35700 of the California Vehicle Code authorizes the City to permit the operation and movement of vehicles and loads upon City streets and highways that exceed the maximum gross weight of vehicles and loads specified in the Vehicle Code upon the City's adoption of an ordinance; and

WHEREAS, Section 35780 of the California Vehicle Code authorizes the City to issue special permits to allow all persons wishing to operate or move overweight vehicles and loads upon certain designated City streets and highways; and

WHEREAS, the City desires to regulate the operation and movement of overweight vehicles and loads by limiting their operation and movement to designated City streets and highways; and

WHEREAS, the City further desires to regulate the operation and movement of overweight vehicles by requiring that all persons wishing to operate or move overweight vehicles upon designated City streets and highways obtain a special permit.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Division 3 of Article III of Chapter 19 is hereby added to read as follows:

"DIVISION 3 USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

SEC. 19-240. DEFINITIONS.

The following words and phrases, whenever used in this division, shall be construed as defined in this section.

(A) "Designated streets" means those City streets or highways, or portions thereof, that have been

ATTACHMENT 1
PAGE 1 OF 7

designated by the City Council by resolution as being open to travel by overweight vehicles pursuant to a special permit issued under the provisions of this division.

(B) "Director" means the Director of Development Services of the City of Oxnard, or his or her designee.

(C) "Overweight vehicle" means a vehicle, combination of vehicles, or mobile equipment, which, in combination with its load, has a maximum gross weight in excess of the weight limit of vehicles and loads specified in the California Vehicle Code, but does not exceed 95,000 pounds gross vehicle weight. Ocean shipping equipment under the seal of United States Customs shall not be subject to the provisions of this division.

(D) "Person" means any natural person, firm, association, organization, partnership, corporation, public corporation, political subdivision or any department or agency thereof.

(E) "Year" means calendar year commencing January 1 and ending the following December 31.

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon City streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated or moved on City streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a City permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.

SEC. 19-242. DESIGNATED STREETS.

The City will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the City Council.

ATTACHMENT 1
2 OF 7

SEC. 19-243. AUTOHRITY TO ISSUE SPECIAL PERMIT.

(A) The Director or his designee is authorized to issue special permits under this division for either a single movement or on a yearly basis for continuous operation. Every permit issued for continuous operations shall expire on December 31 of the year for which it is issued. The Director may issue or withhold a special permit in his or her discretion or may issue a special permit conditioned upon the following:

(1) The number of trips authorized.

(2) Seasonal or other time limitations within which the overweight vehicle may be operated or moved on the designated streets.

(3) An undertaking or other security as may be deemed necessary to protect the City's streets, highways and bridges from damage.

(4) Required proof of financial responsibility in an amount required for compliance with California Vehicle Code section 16500.5.

(5) Such conditions of operation of the overweight vehicle as may be necessary to assure against undue damage to the road foundations, surfaces, bridges or other structures.

(6) Potential negative safety or environmental impacts in the opinion of the City Traffic Engineer, Fire Chief, or the Police Chief.

(B) No special permit issued pursuant to this section shall authorize the transport of hazardous materials or hazardous wastes, as those terms are defined by local, state, and federal law.

SEC. 19-244. APPLICATION REQUIRED.

The City will issue a special permit only upon receipt of a signed and verified application describing the vehicle and load, including weight, and stating whether the special permit is requested for a single trip or continuous

ATTACHMENT 1
PAGE 3 OF 7

operations. Each application shall be accompanied with a special permit fee. The amount of all special permit fees shall be established by a resolution of the City Council.

SEC. 19-245. SPECIAL PERMIT CONDITIONS.

Every special permit issued pursuant to this division shall provide that:

(A) The maximum allowable gross combined vehicle weight to be permitted may not exceed 95,000 pounds with appropriate equipment and the vehicle, combination of vehicles, or mobile equipment shall conform to the axle weight limits specified in Section 35550 of the California Vehicle Code.

(B) The maximum speed limit for any overweight vehicle shall be thirty (30) miles per hour.

(C) Each person to whom a special permit is issued shall agree to defend and indemnify City, its City Council, boards, officers and employees from any and all damages, costs and expenses sustained or incurred by City, its boards, officers and employees resulting from or arising out of the issuance of a special permit and the use of City streets or highways whether designated or non-designated.

(D) Each person to whom a special permit is issued shall agree to be responsible for all injuries or death of persons and for all damages to property of every kind caused by or resulting from or arising out of the issuance of a special permit and use of City streets or highways, whether designated or non-designated.

(E) Each person to whom a special permit is issued shall agree to carry a copy of the special permit in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(F) Each person to whom the special permit is issued shall furnish evidence satisfactory to the Director that the overweight vehicle has undergone safety inspection by a governmental agency having jurisdiction within ninety (90) days preceding the issuance of the special permit and at least once each ninety (90) days during the permit period.

(G) Each person to whom a special permit is issued shall be prohibited from using an overweight vehicle to transport hazardous materials or hazardous wastes, as those terms are defined by local, state and federal laws, across any City street or highway, or portion thereof.

(H) Each person to whom a special permit is issued shall at all times comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities having jurisdiction over the operation and maintenance of the overweight vehicle.

(I) No detour from a permitted route may be made without prior written permission of the Director or his designee.

(J) Except for permitted detours, no route shall be on any street or highway, or portion thereof, not designated by a resolution of the City Council.

(K) Every overweight vehicle permitted under this division and each special permit issued pursuant hereto shall be subject to inspection by the Director or his designee, or any peace officer, at any time it is on a City street or highway within the limits of the City for the purpose of determining compliance with the provisions of the special permit.

(L) As a condition precedent to the City's issuance of a special permit, the applicant shall furnish the Director evidence that each driver of an overweight vehicle shall have completed training in the operation of an overweight vehicle.

SEC. 19-246. VEHICLE TRIP LOGS.

All persons operating or moving an overweight vehicle pursuant to a continuous operation special permit shall maintain a vehicle trip log that evidences all vehicle trips on a City street or highway within the limits of the City for the then current year. Vehicle trip logs shall, at a minimum, contain the following information: license plate number, month and year, date of trip, driver's name or any other information that the Director may deem appropriate. A copy of the vehicle trip log shall at all times be kept in the overweight vehicle and shall be presented to any peace

officer upon demand. As a condition precedent to the City's issuance of any new continuous operation special permit, each application shall be accompanied by a vehicle trip log from the previous year.

SEC. 19-247. FURNISHING PROOF OF COMPLIANCE WITH THIS DIVISION.

All persons operating or moving an overweight vehicle shall carry a copy of any special permit issued pursuant to this division in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

SEC. 19-248. REVOCATION OF PERMIT.

The Director may revoke all continuous operation special permits issued to a person, if the person, his employee or agent is determined by the Director to have violated any two (2) special permit conditions or violate the same special permit on two (2) occasions within any ninety-day (90) calendar period. No special permit shall be issued to a person whose special permit has been revoked pursuant to this section for ninety (90) calendar days following such revocation. Nothing contained in this division shall be deemed or construed as limiting the power of a peace officer to issue a citation for or otherwise enforce violations of law with respect to operation of an overweight vehicle upon designated streets upon discovery of a violation of a condition of a special permit.

SEC. 19-249. RULES AND REGULATIONS.

The Director or his designee may adopt, repeal, amend and modify administrative regulations implementing the provisions of this division, including, but not limited to, operating requirements, trailer requirements, driver requirements, and any other matter deemed necessary for the effective administration of this division.

SEC. 19-250. OTHER PERMITS.

A special permit issued pursuant to this division shall be in addition to and obtained prior to applying for any other permit which may be required by law for the

operation or movement of an overweight vehicle upon public streets or highways."

Part 2. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. ____ was first read on _____, 2013 and finally adopted on _____, 2013 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

ATTACHMENT 1
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date 7/9/13

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

Prepared By: Michael More Agenda Item No. S-4

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

DATE: May 7, 2013

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

SUBJECT: **First Amendment to Agreement with York Risk Services Group – California, Inc.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. 5868-12-FN with York Risk Services Group – California, Inc. for claims adjustment services to increase the contract amount by $180,000 to a total of $360,000 and extend the contract term to June 30, 2014.

DISCUSSION

York Risk Services Group, Inc. ("York") provides liability claims adjustment and management services to the City. Through a competitive process conducted in May 2012, York was selected based upon its RFP response as the firm providing the best services at the lowest cost. Staff has been satisfied with the services provided by York, and is recommending a extension of the contract for FY 2013-14 at the same price and terms as Fiscal Year 2012-13.

FINANCIAL IMPACT

There is no additional financial impact to the General Fund related to this approval. The cost of the contract is budgeted in the Public Liability Fund in the Fiscal Year 2013-14 Budget.

MJM

Attachment #1 - First Amendment to Agreement for Consulting Services

Agreement No. 5868-12-FN

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11 th day of June, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurances Services Group – California, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on August 1, 2012, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2013" is deleted and replaced with the date "June 30, 2014."

2. In Section 14a. of the Agreement, the figure "$180,000" is deleted and replaced with the figure "$360,000."

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

CITY OF OXNARD

Tim Flynn, Mayor

Attest:

Daniel Martinez, City Clerk

CONSULTANT

Jody Gray, Senior Vice President

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael More, Project Manager

APPROVED AS TO AMOUNT:

Karen Burnham, Interim City Manager

ATTACHMENT NO. 1
PAGE 1 OF 2

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of June, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurances Services Group – California, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on August 1, 2012, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2013" is deleted and replaced with the date "June 30, 2014."

2. In Section 14a. of the Agreement, the figure "$180,000" is deleted and replaced with the figure "$360,000."

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

CITY OF OXNARD

Tim Flynn, Mayor

CONSULTANT

Jody Gray, Senior Vice President

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:

Michael More, Project Manager

APPROVED AS TO AMOUNT:

Karen Burnham, Interim City Manager

ATTACHMENT 1
PAGE 2 OF 18

A

Agreement No. 5868-12-FN

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of August, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and York Insurances Services Group – California, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with the City Attorney and Risk Manager ("Manager") and shall be performed under the general direction of the Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or

ATTACHMENT 1
PAGE 3 OF 18

location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed on a schedule mutually agreed by Consultant and Manager. Manager agrees to amend the agreed performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Robert E. Powers as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 1, 2012, and expire on June 30, 2013.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall

ATTACHMENT #1
PAGE 4 OF 18

be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $180,000 for services described in Exhibit A at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation

ATTACHMENT NO. 1
PAGE 5 OF 18

and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Approved Claims Adjusters

Consultant agrees that the following claims adjusters shall be the only claims adjusters assigned to perform services for the City:

Peter Yee
Rosemary Jimenez
Sam Eriz

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

20. Review

Manager shall have the right to review the services, documents and materials performed, prepared and used by Consultant under this Agreement at any time. Review,

ATTACHMENT NO. 1
PAGE 6 OF 18

checking, approval or other action by Manager shall not relieve Consultant of responsibility for the accuracy and completeness of the services, documents and materials.

21. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

22. Confidentiality of Information

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

23. Indemnity

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

24. Insurance

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

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

ATTACHMENT NO. 1
PAGE 7 OF 18

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

25. Independent Contractor

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

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

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

26. Consultant Not Agent

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

27. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

28. Assignability of Agreement

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

ATTACHMENT NO. 1
PAGE 8 OF 19

29. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

30. Fair Employment Practices

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

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

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

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

31. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

32. Time of Essence

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

33. Covenants and Conditions

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

ATTACHMENT NO. 1
PAGE 9 OF 19

34. Governing Law

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

35. Compliance with Laws

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

36. Severability

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

37. Waiver

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

38. Counterparts

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

39. Arbitration

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

40. Expenses of Enforcement

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

ATTACHMENT NO. 1
PAGE 10 OF 19

41. Authority to Execute

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

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

42. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to York Insurance Services Group, Inc., P.O. Box 619058, Roseville CA, 93006, Attention: Randall Smith.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Suite 302, Oxnard, California, 93030, Attention: Michael More.

43. Amendment

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

44. Entire Agreement

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

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Michael More, Financial Services Manager

CONSULTANT

Jody Gray, Senior Vice President

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

ATTACHMENT NO. 1
PAGE 11 OF 18

EXHIBIT A
SCOPE OF SERVICES

1. ***General:*** (a) Contractor agrees to administer the City's self-insurance retention program and shall act as the City's representative in connection with the investigation, adjustment, processing, supervision and resolution of general liability, motor vehicle liability, property damage and potential money damage claims asserted by third parties against City, or against parties for whom City is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent or careless acts and/or omissions. (b) City will authorize contractor to settle any and all claims and cases in an amount not to exceed $15,000.

2. ***Investigative Services:*** Contractor will provide complete investigative services including, but not limited to:

   (a) Receipt and examination of all reports of accidents, incidents, or claims that are or may be the subject of claims.
   (b) Investigate accidents, incidents, or claims where the examination warrants such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine any City losses, but not to include extraordinary investigative services outside the expertise of the contractor.
   (c) Maintain service on a 24-hour, 7 days per week basis, to receive telephone reports of any incident or accident which may be the subject of a liability claim, and provide immediate investigative services to the extent necessary to provide a complete investigation.
   (d) Undertake items of investigation requiring special handling for City at the direction of the City Attorney or authorized representative.

3. ***Adjustment Services:*** Contractor will provide complete adjustment services on each accident or incident which is or may be the subject of a claim. Such services shall include:

   (a) Maintain a claim file on each potential or actual claim reported.
   (b) Process any such claim or potential claim for settlement in accordance with instructions and policies of City for settlement of such claims.
   (c) Notify City's primary and excess carriers of all claims which exceed or may exceed City's self-insurance retention.
   (d) Act as liaison between the insurance carriers and the City on matters affective the adjustment of such claims.
   (e) Maintain records on any such claim and notify City when City is entitled to reimbursements for loss in excess of retention.
   (f) Obtain settlement agreements and releases upon settlement of claims or potential claims not in litigation.
   (g) Litigation management at direction of City Attorney.

ATTACHMENT NO. 1
PAGE 12 OF 19

4. **Administrative Services:** Contractor will provide the following administrative services:

   (a) Assist in training at the request of the City.
   (b) Assist City in preparing accident kits for City vehicles.
   (c) Assign a principle account adjuster satisfactory to City to provide liaison between City and contractor.
   (d) Provide tabulated monthly statistical reports and status reports of all reported claims. Monthly reports shall indicate the status of each reported open claim, the outstanding reserves for each claim and details of all claim payments during the month. The status report shall be delivered to the City Attorney and Risk Manager within fifteen days of the close of each calendar month.
   (e) Periodically review and adjust reserves on all open claims.
   (f) Assist City Attorney in selection of special counsel, if requested.
   (g) Establish and maintain a bank account which shall be used exclusively for payment of claims against the City and related defense costs.
   (h) Administer a bank account in conformance with the agreed City procedures.
   (i) Investigate and handle through conclusion telephone adjusted claims.
   (j) Prepare monthly Watch List for the Liability Review Committee.
   (k) Attend meetings and prepare status reports at the request of the City Attorney, for meetings of Liability Review committee.
   (l) Prepare an Internal Revenue Service Form Number 1099 for service providers as required by the Internal Revenue Code.
   (m) Provide loss information for the City's annual excess liability application.

5. ***Legal Support Services:*** Contractor will provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

   (a) Upon notification by the City Attorney that litigation has been filed on an open claim, meet with special counsel and provide special counsel with all information and files concerning the claim.
   (b) Cooperate with and assist any attorney assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
   (c) Assist in answering any interrogations or requests for admissions filed by third parties.
   (d) At the request of the City Attorney, attend mandatory settlement conferences on behalf of City.
   (e) At the request of the City Attorney, appear on behalf of City in small claim actions filed against City on open claims handled by contractor.
   (f) Review, evaluate, and monitor special counsel statements of services.
   (g) Regularly and reasonably discuss and review investigation issues, discovery, and case strategy with special counsel.
   (h) Review case evaluations, correspondence and status reports forwarded to contractor by special counsel.
   (i) Cooperate with special counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

ATTACHMENT NO. 1
PAGE 13 OF 19

EXHIBIT B
COMPENSATION

1. City agrees to pay Consultant for services described in Exhibit A at the following rates:

Investigation/Adjuster Services:	$78.00/hr
Mileage	IRS Rate
Photographs	$2.00/color print
Other Expenses	At Cost
Administration Fee	$3,000 to be billed on August 1, 2012

2. City agrees to pay consultant for Legal Support Services described in Exhibit A, Section 5 at the rates specified in Section 1 above. The cost of Legal Support Services shall be charged directly to applicable claim or case by Consultant.

ATTACHMENT NO. 1
PAGE 14 OF 18

CERTIFICATE OF LIABILITY INSURANCE 6/30/2013

DATE (MM/DD/YYYY): 6/28/2012

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

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

PRODUCER: LOCKTON COMPANIES, LLC-1 KANSAS CITY 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Zurich Insurance Company	40142
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: American Guarantee and Liab. Ins. Co.	26247
INSURER D: Zurich American Insurance Company	16535
INSURER E:	
INSURER F:	

INSURED 1305272: YORK INSURANCE ACQUISITION, LLC AND SUBSIDIARIES
ATTN: TERRY CAMP
99 CHERRY HILL ROAD, SUITE 102
PARSIPPANY NJ 07054-1102

COVERAGES YORIN01 XN CERTIFICATE NUMBER: 10819795 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	N	CPO9264393.	6/30/2012	6/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [X] COMP/COLL [ ] $1000 DED.	N	N	CPO9264393 (AOS) MA 9264395 (MA)	6/30/2012 6/30/2012	6/30/2013 6/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9264390	6/30/2012	6/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	02-406-05-19	6/30/2012	6/30/2013	$2M: EACH WRONGFUL ACT $2M: ANNUAL/AGGREGATE	

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

CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS AND CONDITIONS. THE ABOVE REFERENCED COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

10819795

CITY OF OXNARD
RISK MANAGER
300 WEST THIRD ST., SUITE 302
OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brad J Foster

ACORD 25 (2010/05)

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ATTACHMENT NO. 1
PAGE 15 OF 18

CERTIFICATE OF LIABILITY INSURANCE 6/30/2013

DATE (MM/DD/YYYY): 6/28/2012

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PRODUCER: LOCKTON COMPANIES, LLC-1 KANSAS CITY 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Zurich Insurance Company	40142
INSURED 1309006: YORK INSURANCE ACQUISITION, LLC AND SUBSIDIARIES ATTN: TERRY CAMP 99 CHERRY HILL ROAD, SUITE 102 PARSIPPANY NJ 07054-1102	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES YORIN01 XN CERTIFICATE NUMBER: 3764264 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	WC 9264390	6/30/2012	6/30/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

3764264

CITY OF OXNARD
300 WEST THIRD STREET
SUITE #302
OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brad J. Foster

ACORD 25 (2010/05)

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ATTACHMENT NO. 1
PAGE 16 OF 19

00007

00052

FedEx Express **NEW Package US Airbill**

FedEx Tracking Number 8756 1218 0490

0215 **Recipient's Copy**

RECIPIENT: PEEL HERE

fedex.com 1.800.GoFedEx 1.800.463.3339

1 From This portion can be removed for Recipient's records.

Date 1-19-12 FedEx Tracking Number 875612180490

Sender's Name TAMARA REESE Phone 805 385-7475

Company CITY OF OXNARD/FINANCE DEPT

Address 300 W 3RD ST STE 302 Dept./Floor/Suite/Room

City OXNARD State CA ZIP 93030-5738

2 Your Internal Billing Reference

3 To

Recipient's Name Ms. Jody Gray Phone 714 620-1336

Company York Risk Services Group, Inc.

Address 1161 Creekside Ridge Dr. Ste 100 Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City Roseville State CA ZIP 95678

0438068962

8756 1218 0490

4 Express Package Service * To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., use the new FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ NEW FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☒ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

☐ Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. ☐

☒ Sender Acct. No. in Section 1 will be billed ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages ____ Total Weight ____ lbs. Credit Card Auth. ____

† Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

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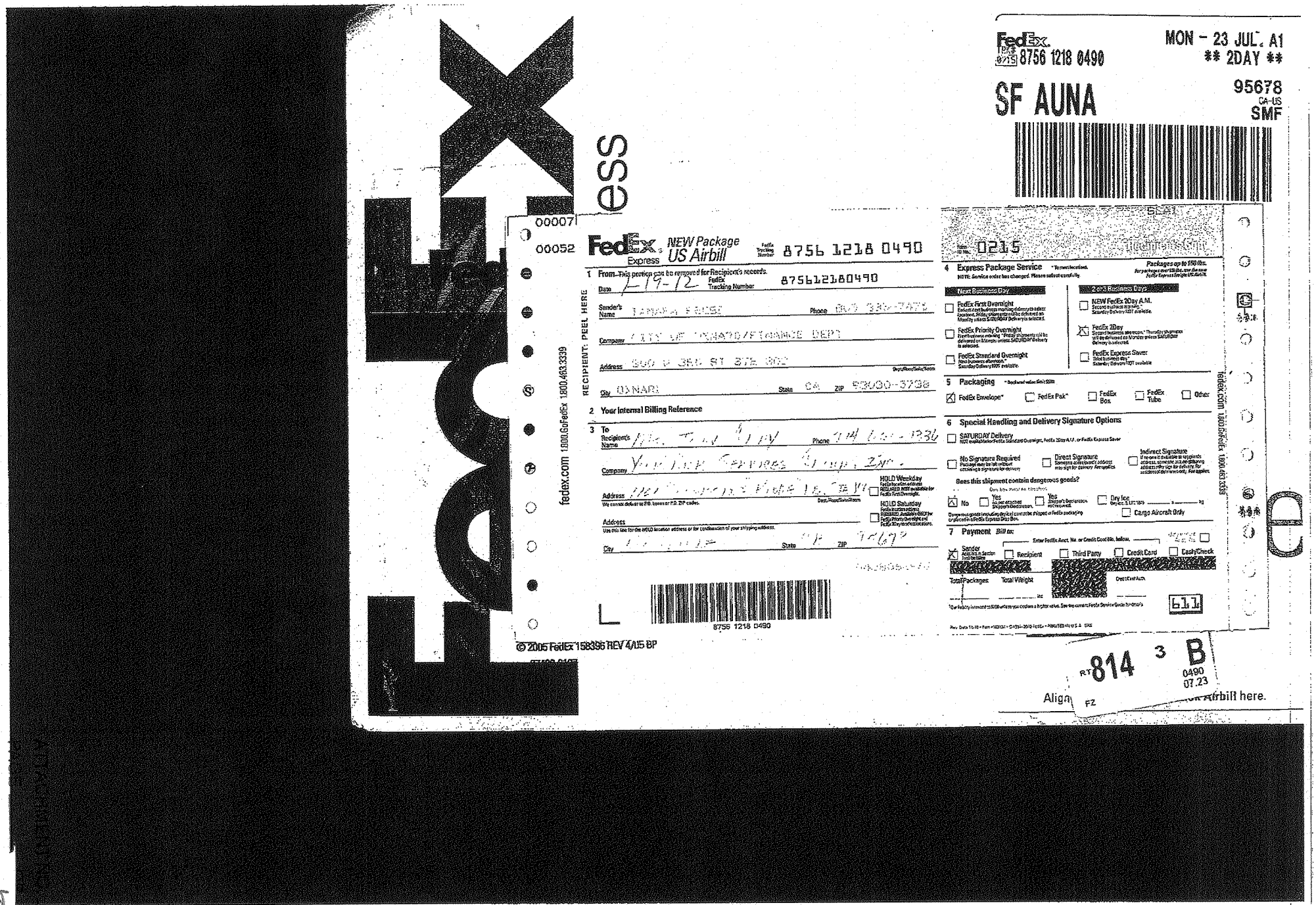
ATTACHMENT NO. 1
PAGE 17 OF 18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** 2DAY **
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FedEx Express
NEW Package US Airbill
8756 1218 0490
RECIPIENT: PEEL HERE
1 From This portion can be removed for Recipient's records.
Date 7-19-12
FedEx Tracking Number 875612180490
Sender's Name
Phone
Company
Address
City OAKLAND State CA ZIP 94607-3736
2 Your Internal Billing Reference
3 To
Recipient's Name
Phone
Company
Address
We cannot deliver to P.O. boxes or P.O. ZIP codes.
Address
Use this line for the HOLD location address or for confirmation of your shipping address.
City State ZIP
HOLD Weekday
HOLD Saturday
4 Express Package Service
Packages up to 150 lbs.
Next Business Day
FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight
2nd Business Day
NEW FedEx 2Day A.M.
FedEx 2Day
FedEx Express Saver
5 Packaging
FedEx Envelope*
FedEx Pak*
FedEx Box
FedEx Tube
Other
6 Special Handling and Delivery Signature Options
SATURDAY Delivery
No Signature Required
Direct Signature
Indirect Signature
Does this shipment contain dangerous goods?
No
Yes
Dry Ice
Cargo Aircraft Only
7 Payment Bill to:
Sender
Recipient
Third Party
Credit Card
Cash/Check
Total Packages
Total Weight
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fedex.com 1.800.GoFedEx 1.800.463.3339
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FZ
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227

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/09/13

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 Engineer Agenda Item No. S-5

Reviewed By: City Manager City Attorney SMF Finance

DATE: June 26, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Project Specification PW03-18 Hueneme Road Improvement Project**

RECOMMENDATION

That City Council:

1. Approve Project Specification No. PW03-18 for the design and construction of road widening and pavement resurfacing, sidewalk, curb and gutter, replacing street name signs, storm drain repair, railroad crossing upgrades, and water main replacement along Hueneme Road from Saviers Road to Arcturus Avenue and to authorize staff to solicit bids.

2. Approve an appropriation in the amount of $3,805,268 for the construction of the Hueneme Road Improvement Project per the attached Special Budget Appropriation (SBA).

DISCUSSION

The Hueneme Road Improvement Project will provide widening and pavement reconstruction of Hueneme Road between Saviers Road and Arcturus Avenue with bike path, sidewalk, curb and gutter, and raised landscaped median improvements. The total length of street improvements is 1,642 ft. The project requires the widening of a bridge/culvert crossing over a flood control channel. This will be done by adding 29 ft. sections to both sides of the existing bridge. The culvert is 64 ft wide. A storm drain system will be added for street drainage. A 16-inch PVC water main will be installed to replace an existing aging ACP water main located on Huemene Road from Saviers Road to the Industrial Drain that needed to be realigned due to the widening improvements.

The project specifications also include a railroad crossing modification to meet the new street width. The railroad crossing modification consists of the construction of approximately 2,700 square ft of concrete crossing with 130 pound rail, new crossing gates, and signal installation. These modifications are required to comply with the California Public Utilities Commission (CPUC) and other federal regulations for railroad crossings.

On May 23, 2012, the California Transportation Committee (CTC) awarded the City $1,462,000 from the Trade Corridors Improvement Fund (TCIF) for the Hueneme Road Improvement Project. On July 31, 2012, the City Council approved Resolution No. 14,265 and Agreement A-7518 with CTC and Caltrans setting the terms and conditions for funding construction of the project.

The City was awarded federal funds under the Surface Transportation Act (STA) in the amount of $1,381,268 for the construction of this project. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans. City Resolution No. 13,807 approved by City Council on May 11, 2010 authorizes the City Manager to execute program supplement agreements for federal aid projects awarded to the City and administered by Caltrans.

Additional funds are recommended for appropriation from Water Fund Balance and the Storm Drain Facility Fee for the water main and storm drain requirements. Gas Tax funds provide matching funds.

After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

FINANCIAL IMPACT

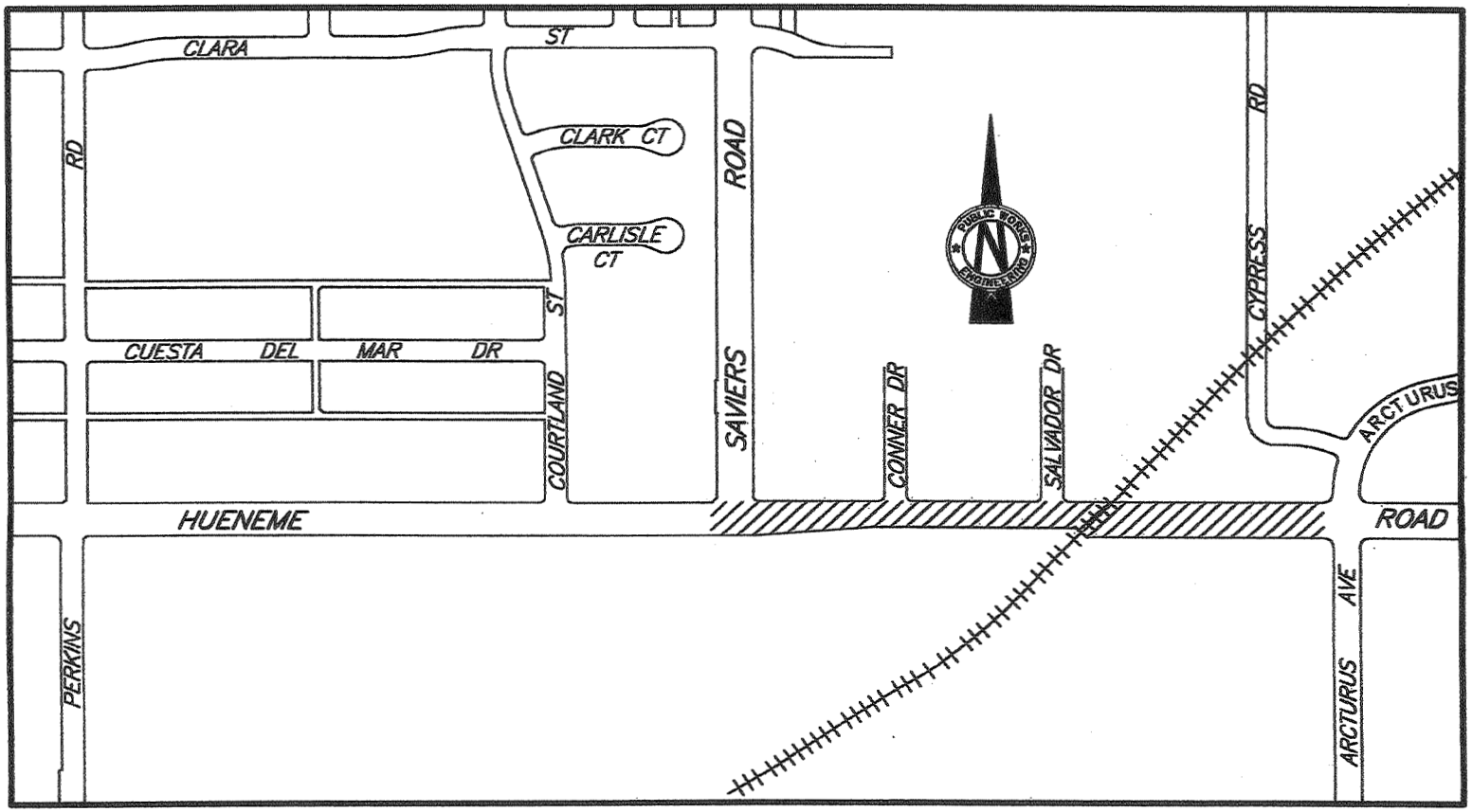
The recommended appropriation recognizes and allocates $3,805,268 for the construction of the Hueneme Road Improvement Project (133116) per the attached SBA.

Attachment #1 - Project Site Map
#2 - Special Budget Appropriation

Note: Plans and specifications for PW03-18 for the Hueneme Road Improvement Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

HUENEME ROAD WIDENING PROJECT

SPECIFICATION NO.PW 03-18



LOCATION MAP

NO SCALE

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works **Date:** July 2, 2013

Project/Program Manager: Rob Roshanian **Phone:** 479-8789

Reason for Appropriation:

To recognize and appropriate Federal and State grant revenue, and appropriate fund balance from the Water Operating Fund, Gas Tax Fund, and Storm Drain Facility Fee Fund for the construction of the Hueneme Road Improvement Project.

Accounts and Descriptions		AMOUNT
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)		
Revenues/Transfers In		
HUENEME ROAD WIDEN IMPROV PROJECT (133116)		
275-9832-531.72-01	FEDERAL GRANT REVENUES	1,381,268.00
	Sub-total Revenues	1,381,268.00
Expenditures/Transfers Out		
HUENEME ROAD WIDEN IMPROV PROJECT (133116)		
275-9832-826.86-05	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	1,381,268.00
	Sub-total Expenditures	1,381,268.00
	Net Change to Fund 275 Balance	**0**
Fund: TRANSPORTATION GRNT-STATE (210)		
Revenues/Transfers In		
HUENEME ROAD WIDEN IMPROV PROJECT (133116)		
210-9832-532.72-01	STATE / LOCAL SOURCES / STATE GRANT REVENUES	1,462,000.00
	Sub-total Revenues	1,462,000.00
Expenditures/Transfers Out		
HUENEME ROAD WIDEN IMPROV PROJECT (133116)		
210-9832-826.86-05	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	1,462,000.00
	Sub-total Expenditures	1,462,000.00
	Net Change to Fund 210 Balance	**0**
Fund: WATER OPERATING FUND (601)		
Expenditures/Transfers Out		
HUENEME ROAD WIDEN IMPROV PROJECT (133116)		
601-9832-826.8604	CAPITAL OUTLAY / IMPROVEMENTS - NEW	663,441.00
	Sub-total Expenditures	663,441.00
	Net Change to Fund (601) Balance	**(663,441)**

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Fund: GAS TAX FUND (181)

Expenditures/Transfers Out

HUENEME ROAD WIDEN IMPROV PROJECT (133116)

181-9832-826.8605	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	192,735.00
	Sub-total Expenditures	192,735.00
	Net Change to Fund (181) Balance	**(192,735)**

Fund: STORM DRAIN FACILITY FEE FUND (353)

Expenditures/Transfers Out

HUENEME ROAD WIDEN IMPROV PROJECT (133116)

353-9832-826.8605	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	105,824.00
	Sub-total Expenditures	105,824.00
	Net Change to Fund (181) Balance	**(105,824)**
	Net Appropriation Change	**3,805,268.00**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/02/2013

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

Prepared By: Todd Housley, Environmental Resources Superintendent TH Agenda Item No. S-6

Reviewed By: City Manager [illegible] City Attorney SmF Finance [illegible] Public Works

DATE: June 12, 2013

TO: City Council

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

SUBJECT: **Third Amendment to Agreement No. A-7465 for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Third Amendment in the amount of $2,307,671 to the Agreement with Republic Services of Oxnard, Inc. for the management and operation of the Del Norte Facility to extend the contract expiration date to January 31, 2014 (Agreement No. A-7465).

DISCUSSION

On January 10, 2012, the City Council approved a Short Term Service Agreement with Republic Services of Oxnard, Inc. formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for the management and operation of the Del Norte Facility. The initial term of this agreement was from February 1, 2012 through January 31, 2013 with the City's right to extend the term in six (6) month increments for not more than 18 months.

On July 31, 2012, the City Council approved the First Amendment to the Agreement that exempts the curbside green waste material from being considered in calculating the Base Service Fee. Due to the level of contamination in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility, as per California Code of Regulations, Title 14.

On January 8, 2013, the City Council approved the Second Amendment extending the initial term of the Agreement for one six-month increment from February 1, 2013 to July 31, 2013. The Second Amendment also removed the escalation provision from the Agreement providing a future annual cost savings to the City of approximately $100,000.

The Third Amendment extends the term for a second six-month increment from August 1, 2013 to January 31, 2014. The Third Amendment maintains all other terms and conditions in the existing Agreement. The term extension with Republic Services of Oxnard allows time for the City and HFH to continue with the RFP negotiation and selection process of a long-term contractor for the Del Norte Facility or to transition the management and operation of the Facility to the City.

FINANCIAL IMPACT

The value of the Third Amendment for the management and operation of the Del Norte Facility during the six month term is $2,307,671 which is the same amount paid by the City to Republic Services for the previous term. Appropriations have been included in the Recommended FY 2013-14 Solid Waste Operating Budget to provide for the cost of this service.

Attachment #1 – Third Amendment to Agreement No. A-7465

THIRD AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, TRANSFER OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS

This Third Amendment ("Third Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Third Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor. The Agreement previously has been amended on July 31, 2012, by a First Amendment and on January 8, 2013, by a Second Amendment.

City and Contractor agree as follows:

1. In section 3.01 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CONTRACTOR

Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/09/13

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

Prepared By: Todd Housley, Environmental Resources Superintendent TH Agenda Item No. S-7

Reviewed By: City Manager ERR City Attorney SMF Finance JC Public Works

DATE: June 12, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director J.R.
Public Works Department

SUBJECT: **Second Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., that provides for the transport of yard trimmings and wood material to one or more processing centers available to receive, compost and market this material and to extend the term six months to January 31, 2014. (Agreement No. A-7517).

DISCUSSION

On July 31, 2012, the City Council approved Agreement No. A-7517 with Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for Yard Trimmings and Wood Waste Processing Services. On January 8, 2013 the City Council approved the First Amendment that extended the initial term of the Agreement from February 1, 2013 to July 31, 2013. This term extension is co-terminus with the Short Term Service Agreement with Republic Services of Oxnard, Inc. for the operation of the Del Norte Facility.

Agreement No. A-7517 with Republic Services of Oxnard provides for the City's collection trucks to deliver the green waste directly to the Del Norte Facility. Republic inspects, processes and cleans the material to remove contaminants before the green waste is sent to a permitted processing center where the materials are processed and composted into reusable soil products, such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, and landscapers. Due to the contamination rate in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility.

The Second Amendment allows Republic Services of Oxnard to transport yard trimmings and wood material from the Del Norte Facility to one or more processing centers in the event that a processing center can no longer accept material due to issues of code compliance, down or inadequate equipment.

Having the option of alternative processing centers also provides for competitive pricing among centers that charge a fee to receive the yard trimmings and wood material, potentially reducing the cost for Republic Services and the City. Agreement No. A-7517 designates Farm Share as the receiver of yard trimmings and wood waste transported from the Del Norte Facility. Farm Share is located at two processing centers, 4190 Ventura Boulevard in Camarillo and 7735 Coyote Canyon Road in Somis. The Second Amendment also extends the term for an additional six months to January 31, 2014 which is co-terminus with the Short Term Service Agreement with Republic Services of Oxnard, Inc. for the operation of the Del Norte Facility.

Currently, Republic Services is transporting about 70% of the yard trimmings and wood material from the Del Norte Facility to land applications such as agriculture and nursery sites in the Santa Clara Valley and 30% to Agromin Organics located at 6859 Arnold Road where operations reside in the unincorporated area of Ventura County. Agromin is permitted by the County of Ventura to compost material at this site until March 19, 2014. Agromin Organics is planning to establish another processing center at Limoneria Farms in Santa Paula which is likely to replace their site at Arnold Road.

The fees for processing curbside green waste remain the same. The current per ton fee for curbside green waste is $43.85 for materials that have an average daily contamination rate up to 2%. The rate for materials with an average daily contamination rate of over 2% up to 4% is $48.85. The rate for materials with an average daily contamination rate over 4% is $53.85. The City estimates that it will deliver 7,000 tons of curbside green waste to Del Norte during the recommended six-month period. Due to the contamination rate levels of approximately 10% staff estimates that the majority or nearly all of the tonnage will be processed at the highest rate of $53.85 per ton, for an approximate cost of $376,950.

The self-haul green waste fee of $29.50 per ton also remains the same. Approximately 2,700 tons of self-haul yard and wood waste will be delivered to Del Norte during this one year period for an approximate cost of $79,650.

In calendar year 2012, Oxnard staff's public education strategies focused on a citywide residential mail out to cover 35,000 homes with the focus of keeping yard waste containers contamination free. December's utility bill insert also highlighted the items accepted in the city's yard waste program in English and Spanish and with clear visual indicators. City staff's public outreach activities include public MRF tours, neighborhood council presentations, and school presentations that have provided additional face to face community education opportunities. In accordance with Agreement No. A-7517, Republic's Green Team produces outreach materials and makes monthly visits to neighborhoods that have been recognized as having higher contamination issues. The Green Team efforts have resulted in a reduction of contamination rates that were as high as 14% to approximately 10%. Oxnard has a goal of reducing contamination in the curbside green waste material to 4% to 6%.

FINANCIAL IMPACT

The Second Amendment does not amend the rates established in Agreement No. A-7517 for yard trimming and wood waste processing services between the City and Republic Services. The estimated value of the Second Amendment is $456,600. There are sufficient funds appropriated in the FY 2013-14 Budget in the Solid Waste Enterprise Fund to provide for the expense of yard trimmings and wood waste processing service under this Second Amendment of Agreement. Republic Services will confer with City staff if alternative processing centers have lower fees to accept, compost and market green waste in order to pass-on the cost savings to the City.

Attachment #1 – Second Amendment to Agreement No. A-7517

SECOND AMENDMENT TO AGREEMENT TO RECEIVE YARD TRIMMINGS AND WOOD WASTE MATERIALS AND PROCESS FOR REUSE

This Second Amendment ("Second Amendment") to the Agreement to Receive Yard Trimmings and Wood Waste Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this 9th day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Second Amendment amends the Agreement entered into on July 31, 2012, by City and Contractor. The Agreement previously has been amended on January 8, 2013, by a First Amendment.

City and Contractor agree as follows:

1. In the recitals of the Agreement, the following recital is deleted:

   "WHEREAS, Contractor transports yard trimmings and wood material to one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon Road, Somis, California, for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and"

2. In the recitals of the Agreement, the following recital is added:

   "WHEREAS, Contractor transports yard trimmings and wood material to one or more processing centers for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and"

3. Section 3 of the Agreement is amended to read:

   "Delivery of Materials

   The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard to the Del Norte Facility for sorting out Residuals and preparing the Material for transport to a processing center selected by Contractor. City and Contractor agree and acknowledge that City delivered Materials to the Del Norte Facility contain Residuals, the percentage of which varies from load to load of Materials.

   Contractor shall accept Materials delivered by City from 6:00 a.m. to 5:00 p.m. Monday through Saturday. The Contractor's operating schedule for processing of Material at the Del Norte Facility is independent of the requirement to receive Material delivered by the City and shall be at the Contractor's sole discretion. The Contractor shall not allow unprocessed Material to accumulate in volumes not consistent with operating permits for the Del Norte Facility. The Contractor shall process City Material so that it can be accepted for delivery at Contractor's processing center(s). Contractor shall provide ample space for tractor-trailers to enter, unload, maneuver, and exit Contractor's processing center. Contractor shall expedite City truck operator's turnaround time in a safe and responsible manner."

4. Section 4.c of the Agreement is amended to read:

   "c. Contractor shall provide a comprehensive public education component, including outreach programs and materials designed to reduce contamination levels that greatly improve the quality of the City's Material. The Contractor shall work with local community groups to provide door-to-door personal training to residents where

ATTACHMENT 1
PAGE 1 OF 2

contamination levels are highest. Contractor shall provide educational meetings, seminars and tours at the Del Norte Facility. Contractor shall make presentations at schools, colleges and other local organizations."

5. In Section 10 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2014."

6. Section 12 of the Agreement is amended to read:

"Principal in Charge

Contractor hereby designates Anthony Bertrand, General Manager, as its principal-in-charge and person responsible for necessary coordination with City."

7. Section 13 of the Agreement is amended to read:

"Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required for services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at the Del Norte Facility, 111 South Del Norte Boulevard, Oxnard, California and at its selected processing center and that all persons or entities with any interest in such property are aware of and have consented to such operations."

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

CONTRACTOR

Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE

James Cameron, Risk Manager

APPROVED AS TO AMOUNT

Karen R. Burnham, Interim City Manager