

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
July 16, 2013
5:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** 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)

D. OPENING CEREMONIES – 5:30 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

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

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

July 16, 2013

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G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Establishment of Fees for Parks Services and Permits for East Park, Vineyards Park and Windrow Park. (001)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed new fees for the use of the barbeque areas in East Park, Vineyards Park and Windrow Park; and 2) Adopt a resolution establishing the proposed fees.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

I. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the Property Owner Press-Courier Lofts, LLC. (007)
RECOMMENDATION: 1) Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15; and 2) Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.
Legislative Body: CC Contact: Brian Foote Phone: 385-8312

J. APPOINTMENT ITEMS – 5:30 P.M.

City Manager Department

1. SUBJECT: Measure O Half-Cent Sales Tax Appropriation for Additional Street Repair, Advanced Funding of Fire Station #8 Training Academy Funding, Recreational Programming at College Park. (087)
RECOMMENDATION: 1) Appropriate additional Measure O funding for street repair, advanced funding for the Fire Station #8 Training Academy, and Recreational Programming at College Park; and 2) Authorize the City Manager to approve the necessary Special Budget Appropriations in the amounts approved by Council.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

Finance Department

2. SUBJECT: Golf Fund Debt Restructuring. (095)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

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3. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Adoption. (103)
RECOMMENDATION: 1) That 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 2) That the Board of Commissioners of the Housing Authority 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

K. REPORTS

Housing Department

1. SUBJECT: Modifications to Promissory Note and Extension of Affordability Period for Villa Solimar Apartments and Cypress Court. (159)
RECOMMENDATION: 1) Provide direction to staff on possible modifications to the terms of the City's Promissory Note, approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue), and for the City's September 10, 2002 Promissory Note for the housing development known as Cypress Court (490 East Pleasant Valley Road, and 5135-5155 Cypress Road); and 2) That the Community Development Commission Successor Agency provide direction to staff on possible modifications to the terms of the Community Development Commission Successor Agency's Promissory Note approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue).
Legislative Body: CC/SA Contact: William Wilkins Phone: 385-8096

Public Works Department

2. 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. (187)
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.

1. **SUBJECT:** Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC/SA

Contact: Karen Burnham

Phone: 385-7430

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

1. **SUBJECT:** Report of Ad Hoc Committee Regarding Status of City Manager Recruitment. (Mayor Pro Tem Ramirez, Councilman MacDonald)

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. (213)
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: Second Reading of Ordinance No. 2870 Establishing the AAHOP with Implementing Regulations, and Establishing the “–AH” Additive Zone Designation; and Adoption of Ordinance No. 2869 Applying the “–AH” Additive to AAHOP-Designated Parcels (PZ 13-570-02). (215)
RECOMMENDATION: Second reading and adoption.
- Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

Public Works Department

3. SUBJECT: Balancing Change Order No. 5 to Contract with Toro Enterprises, Incorporated (231)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 5 with
Toro Enterprises, Incorporated (Toro) (A-7529) to increase the amount of construction cost of the
Tierra Vista Neighborhood/Alley Resurfacing Project from \$4,149,671.27 to \$4,477,960.04 for an
increase of \$328,288.77.
- | | | |
|----------------------|-------------------------|-----------------|
| Legislative Body: CC | Contact: Lou Balderrama | Phone: 340-5358 |
|----------------------|-------------------------|-----------------|

C. CLOSED SESSION - (Continued from page 1)

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

CC The Estate of Alfonso Limon, Jr., et al. v. City of Oxnard, et al.
United States District Court, Case No. CV13-01961SS

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.

CC City of Oxnard v. Procter & Gamble, et al.
VCSC Case No. 56-2012-00428233-CU-BC-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



Meeting Date: 07 / 16 / 13

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

Prepared By: Dean Yamamoto, Park Maintenance Supervisor  Agenda Item No. H-1

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

DATE: June 24, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent 
City Manager's Office

SUBJECT: Establishment of Fees for Parks Services and Permits for East Park, Vineyards Park and Windrow Park

RECOMMENDATION

1. Hold a public hearing to receive public testimony regarding proposed new fees for the use of the barbeque areas in East Park, Vineyards Park and Windrow Park.
2. Adopt a resolution establishing the proposed fees.

DISCUSSION

Currently, all of the barbeque areas in these three parks are on a first come first serve basis. The Parks Division has been working with the River Park Neighborhood Council and the Parks, Recreation and Community Services Commission for the establishment of a pilot reservation system in River Park. The establishment of the reservation fees will cover the administrative costs associated with reserving these areas as well as the cost of cleaning of the barbeque areas.

Proposed fees are as follows: 1) The group barbeque area fees will be the same as the current fees Council approved for the group barbeque areas at Rio Lindo Park in November 2010; \$50.00 rental fee and \$50.00 cleaning deposit. 2) The smaller barbeque areas, round concrete pad with one picnic table and one barbeque, will be \$15.00 with no cleaning deposit.

FINANCIAL IMPACT

The recommended fees will allow recovery of the cost of providing services for private benefit.

- Attachment #1 - Resolution Establishing Fees for Parks Services and Permits for East Park, Vineyards Park and Windrow Park
- 2 - Summary of Fees
 - 3 - Resolution No. 13,929

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FEES FOR PARKS SERVICES AND PERMITS FOR EAST
PARK, VINEYARDS PARK AND WINDROW PARK

WHEREAS, fees for City services and permits are established at the level necessary to recover no more than the City's costs of providing such services and permits; and

WHEREAS, a reservation system for barbeque areas in City parks involves costs for administrative and maintenance services; and

WHEREAS, the General Services , Parks Division has provided a cost analysis of the proposed fees for service, recommending that fees be set in the amounts stated in this resolution ; and

WHEREAS, the adoption of such fees is exempt from the California Environmental Quality Act as the establishment of fees for the purpose of meeting operating expenses, including employee wage rates and fringe benefits; and

WHEREAS, notice was given of the proposed adoption of fees set in this resolution and a public hearing was held thereon, as required by law.

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

1. That the fees adopted by this resolution are for the purpose of meeting operating expense, including employee wage rates and fringe benefits, as set out in the cost analysis provided by the General Services, Parks Division.

2. That the following fees are hereby adopted for the use of the East Park, Vineyards Park and Windrow Park BBQ Areas:

Fees for Use of East Park, Vineyards Park and Windrow Park BBQ Areas

Group Barbeque areas:

\$50.00 rental fee per rental of a group barbeque area

\$50.00 cleaning deposit per rental of a group area

Single Barbeque Areas:

\$15.00 rental fee per rental of a single barbeque area

No cleaning deposit required

ATTACHMENT NO. 1

PAGE 1 OF 2

Resolution No.

Page 2

PASSED AND ADOPTED THIS 16th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

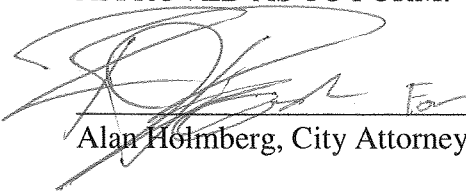
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2

Summary of Fees

Costs for BBQ Area Reservation at East Park, Vineyards Park and Windrow Park

Group BBQ Area

	Unit	Rate/Fee	Quantity	Fee Adopted
Admin Tech	Hr.	\$31.21	0.50	\$15.61
Groundsworker II	Hr.	\$34.23	0.50	\$17.12
Maintenance Supplies				\$17.28
Total				\$50.00

Single BBQ Areas

	Unit	Rate/Fee	Quantity	Fee Adopted
Admin Tech	Hr.	\$31.21	0.15	\$4.68
Groundsworker II	Hr.	\$34.23	0.20	\$6.85
Maintenance Supplies				\$3.47
Total				\$15.00

ATTACHMENT NO. 2
PAGE 1 OF 1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,929

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FEES FOR PARKS SERVICES AND PERMITS FOR RIO LINDO
PARK**

WHEREAS, fees for City services and permits are established at the level necessary to recover no more than the City's costs of providing such services and permits; and

WHEREAS, use by the public of the Rio Lindo group BBQ areas involves costs to maintain the area for such use; and

WHEREAS, the General Services, Parks Division has provided a cost analysis of the proposed fees for service, recommending that fees be set in the amounts stated in this resolution; and

WHEREAS, the adoption of such fees is exempt for the California Environmental Quality Act as the establishment of fees for the purpose of meeting operating expenses, including employee wage rates and fringe benefits; and

WHEREAS, notice was given of the proposed adoption of the fees set by this resolution and a public hearing was held thereon, as required by law.

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

1. That the fees adopted by this resolution are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, as set out in the cost analysis provided by the General Services, Parks Division.

2. That the following fees are hereby adopted for the use of Rio Lindo Park Group BBQ Areas:

Fee for Use of Rio Lindo Park Group Barbeque Areas

\$ 50.00 rental fee per rental of one BBQ area

\$ 50.00 cleaning deposit per rental of one BBQ area

ATTACHMENT NO. 3
PAGE 1 OF 2

PASSED AND ADOPTED this 9th day of November, 2010, by the following vote:

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

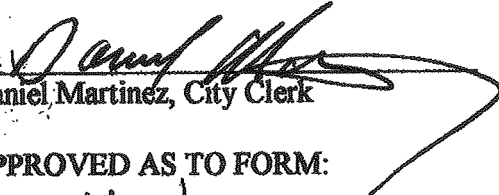
NOES: None.

ABSENT: Councilman MacDonald.



Dr. Thomas E. Holden
Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

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

Prepared By: Brian Foote, AICP, Associate PlannerAgenda Item No. I-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: July 16, 2013

TO: City Council

FROM: Matthew G. Winegar, AICP, Development Services Director
Development Services DepartmentSUBJECT: **Planning & Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts, LLC.****RECOMMENDATION**

That City Council:

1. Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15.
2. Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.

DISCUSSION

The subject site is a developed 2.18-acre parcel located at 300 W. Ninth Street, formerly the Press-Courier newspaper facility (see Attachment 1). This project proposes adaptive reuse of the three existing structures by constructing a total of 115 affordable senior apartments (age 55 and over), on-site improvements (parking lot, landscape, lighting, and refuse enclosures), and adjacent off-site improvements (decorative sidewalk along Ninth Street, driveways and handicap ramps, public street parking on South B Street). The developer will contribute \$140,000 to a fund for constructing new street parking along the east side of South B Street between Eighth and Ninth Streets (including paving, sidewalk, plants, palm trees and landscape/irrigation) that would match Heritage Square parking. The proposal will conform to the Central Business District (CBD) zoning and development standards, with the exception of three density bonus concessions to interior open space, open recreation area, and dimensions of balconies.

At the Planning Commission hearing on June 6, 2013, several residents and other interested persons expressed comments on the proposed size of units, opportunity for solar panels, security bars on alley-side windows, traffic in the vicinity, parking for senior residents and the nearby school, and the potential for noise impacts. Planning Commissioners commented favorably on the provision of affordable housing for seniors, the project as in-fill development, public parking improvements, reuse of the site, and making an accommodation for the limited amount of open space/interior yard space. The Planning Commission unanimously approved the project.

The Planning Commission adopted Resolution No. 2013-15 recommending approval of the density bonus with the three concessions previously listed, and adopted Resolution No. 2013-14 approving the special use permit. The Planning Commission staff report and resolutions are attached (see Attachments 3 and 4).

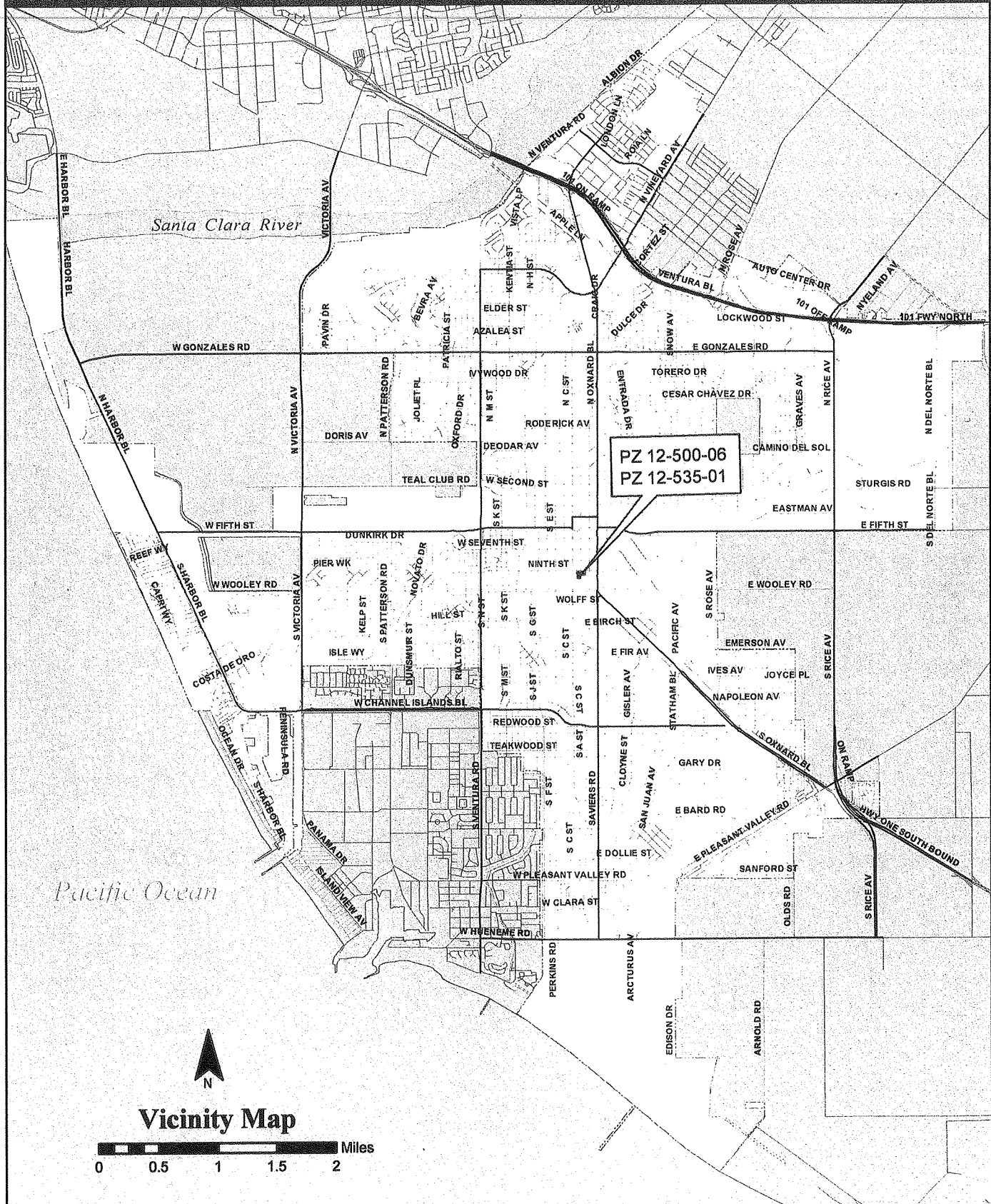
FINANCIAL IMPACT

The developer will contribute \$140,000 to a fund dedicated for constructing new public parking along the east side of South B Street between Eighth and Ninth Streets. Quimby fees will be paid to compensate for off-site impacts on City parks, and Art in Public Places in-lieu fees will be paid to the Public Art Fund. This project will result in various financial benefits to the City, including additional property taxes.

- Attachment 1 - Location Map
2 - City Council Resolutions
3 - Planning Commission Staff Report
4 - Planning Commission Resolutions

Note: Attachment Nos. 3 and 4 have been provided to the City Council under separate cover. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting, and at the City Clerk's Office after 8:00 a.m. on the Friday prior.

Vicinity Map



Vicinity Map

0 0.5 1 1.5 2 Miles

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-535-01 FOR A DENSITY BONUS FOR THE PRESS-COURIER LOFTS AFFORDABLE SENIOR APARTMENTS PROJECT LOCATED AT 300 WEST NINTH STREET (APN'S: 202-0-191-375 & 202-0-191-395), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF THE PROPERTY OWNER, 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, on June 6, 2013, the Planning Commission adopted Resolution No. 2013-15 recommending approval of Planning & Zoning Permit No. 12-535-01 for a density bonus for the development of 115 affordable senior apartments on a 2.18-acre property located at 300 W. Ninth Street, filed by Albert Group Architects on behalf of Press Courier Lofts LLC, in accordance with sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

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

WHEREAS, the California Environmental Quality Act (CEQA) provides a categorical exemption for in-fill development projects pursuant to State CEQA Guidelines section 15332, and all findings for this exemption can be made; and

WHEREAS, Applicants agree, as a condition of adoption of this resolution at each Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the granting of certain affordable housing incentives.

2. That the project meets the criteria set out in subsection (b) of Government Code section 65915. Specifically, the project provides over ten percent of the total units for low-income households as defined in Section 50079.5 of the Health and Safety Code.
3. The applicant has proposed a satisfactory method to guarantee that the rental prices will be established as stated in the application due to restrictions on the development imposed by State and federal financing.
4. The applicant has agreed to execute the agreement referred to in Section 16-421 of the City Code regarding affordability.
5. All units in the project are affordable and are, therefore, dispersed throughout the project, have a proportionate number of bedrooms as other units in the development and do not differ in appearance, size, number and amenities from other units of the same size in the project.

WHEREAS, the City Council has reviewed the three incentives for modification of zoning standards and makes the following findings:

1. The incentives are required to provide affordability.
2. The incentives would not have an adverse effect on the public health, safety, physical environment or historic resources.
3. The incentives would not be contrary to State or federal law.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning & Zoning Permit No. 12-535-01 is approved, to allow thirty (30) additional units on the project site, a 35% density increase, subject to the conditions set forth in Planning Commission Resolution No. 2013-15, and grants the following incentives for the project, in accordance with Section 16-420(B) (2) of the City Code:

1. Allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D).
2. Allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G).
3. Allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).

PASSED AND ADOPTED this
following vote:

day of _____, 2013, by the

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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF PLANNING AND ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO CONSTRUCT 115 AFFORDABLE SENIOR APARTMENTS ON A 2.18-ACRE PROPERTY LOCATED AT 300 WEST NINTH STREET (APN'S 202-0-191-375 & 202-0-191-395), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF THE PROPERTY OWNER, 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, on June 6, 2013, the Planning Commission adopted Resolution No. 2013-14 approving Planning & Zoning Permit No. 12-500-06 to allow the development of 115 affordable senior apartments at the former Press-Courier facility located at 300 West Ninth Street, filed by Albert Group Architects on behalf of Press Courier Lofts LLC, in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the City Council has considered the appeal of the Planning Commission's decision filed by the Planning Division, and carefully reviewed the staff report, record of proceedings, and decision of the Planning Commission public hearing; and

WHEREAS, the City Council has conducted a hearing and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 12-500-06; and

WHEREAS, the California Environmental Quality Act (CEQA) provides a categorical exemption for in-fill development projects pursuant to State CEQA Guidelines section 15332, and all findings for this exemption can be made; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Planning Commission's action on Planning & Zoning Permit No. 12-500-06 is upheld, based on the findings contained in Planning Commission Resolution No. 2013-14, and subject to the conditions of approval contained in Planning Commission Resolution No. 2013-14.

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:



Per Alan Holmberg, City Attorney

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Brian Foote, AICP, Associate Planner

DATE: June 6, 2013

SUBJECT: Planning & Zoning Permit Nos. 12-500-06 (Special Use Permit) and 12-535-01 (Density Bonus) – Press Courier Loft Apartments Located at 300 W. Ninth Street.

1) Recommendation: That the Planning Commission:

- a) Approve Planning & Zoning Permit No. 12-500-06 (Special Use Permit) subject to certain findings and conditions; and,
- b) Recommend approval of Planning & Zoning Permit No. 12-535-01 (Density Bonus), and three concessions in accordance with state law, subject to certain findings and conditions.

2) Project Description and Applicant: A request for adaptive reuse of the former Press-Courier industrial buildings to create a total of 115 one-bedroom apartments as affordable senior housing, including a density bonus of 35% in accordance with State law. On-site amenities for residents are proposed to include interior courtyards, a 440 square-foot library/game room, and a 594 square-foot classroom. Gross building area is 84,352 square-feet on a 2.18-acre developed site, with on-site improvements proposed to include handicap-accessible entrances and ramps, new landscaping, re-stripe the existing parking lot with 99 spaces, and a new refuse enclosure. Proposed architectural treatment of the existing buildings include re-painting the exterior on all sides, new doors and windows, exterior lighting, and 6'0" x 1'0" decorative balconies. Off-site improvements are proposed to include decorative sidewalk and planters along the project site's frontage on Ninth Street, and new angled on-street public parking along the east side of South B Street (between Eighth and Ninth Streets) to include new curbs, sidewalk, planters, trees and landscaping. Project site is located at 300 West Ninth Street within the Central Business District zone. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts LLC, 12210 Nebraska Ave., Los Angeles CA 90025.

3) Existing & Surrounding Land Uses: The project site is currently developed with a 84,352 square-foot industrial facility that once housed a newspaper printing press and associated offices. The offices on the site are now vacant, and the property has been idle without any recent business activities.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	CBD	CBD	Vacant Buildings
North	CBD	CBD	Residential Condos; Elks Lodge
East	CBD	CBD	Medical Offices
South	CBD	CBD	School District Yard
West	CBD	CBD	Verizon Substation

4) Background Information: The existing industrial facility once housed the Press Courier newspaper. The first buildings associated with the Press Courier newspaper were constructed in 1958-1959; these buildings were noted as Area 1 and Area 2 on the project plans. In 1991-1992, extensive renovations were done to the project site, with improvements to the existing buildings and the addition of two structures noted on the project plans as Area 3 and Area 4. The newspaper business was closed in 1995, and some of the office areas were subsequently utilized by the Ventura County Human Services Department beginning in 1999. Currently, the property is vacant except for ancillary vehicle/boat storage in the rear parking lot.

5) Environmental Determination: In accordance with Section 15332 of the California Environmental Quality Act (CEQA) *Guidelines*, projects involving in-fill development projects may be found to be exempt from environmental review. The proposed project is for reuse of existing buildings for residential use on a developed site, and the proposal meets all criteria of Section 15332. Staff has determined that there is no substantial evidence that the project may have a potentially significant effect on the environment, and therefore, recommends that the Planning Commission adopt the Notice of Exemption (Attachment C).

6) Analysis:

a) General Discussion: The applicant requests approval for an affordable housing project intended exclusively for senior citizens. As such, the applicant has included a request for a 35% density bonus (i.e., 30 units in addition to the base density of 85 units) in accordance with California Government Code §65915, paragraphs (b), (d), and (g). Government Code §65915(b) states, "A city or county... shall grant a density bonus and incentives or concessions described in subdivision (d) when the applicant for the housing development seeks and agrees to construct at least any one of the following...(3) A senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code." Government Code §65915(g) permits a maximum density bonus of 35% when: at least 33.4% of the units are designated for lower income households; or, at least 19% of the units are designated for very low income households. In this case, the proposal is for 100% affordable units (all 115 apartments), and therefore exceeds the minimum criteria for a 35% density bonus.

The application also includes a request for three concessions in accordance with Government Code §65915(d)(2)(C) to modify the City's development standards for: 1) balcony dimensions less than 10 feet by 10 feet, and balconies omitted from 54 apartments; 2) Interior Yard Space less than the required 15% of the lot area; and 3) Open Area with turf less than the required minimum of 2,500 square-feet and minimum dimensions of 35' by 35'.

The Commission's action on the density bonus request will be a recommendation to the City Council. The draft resolution recommends the following density bonus incentives, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); and 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).

b) General Plan Consistency: The City's 2030 General Plan land use designation for the subject site is for Central Business District (CBD), which allows residential uses with up to 39 dwelling units per acre, and the proposed development will be consistent. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program.
- II. Related or Indirect Applicability to the Proposed Project or Program.
- III. No or Distant Applicability to the Proposed Project or Program.

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD 1.5	I	Housing Variety: promote development of a variety of housing types throughout the City including apartments, lofts, townhouses, and attached and detached single family units.	The project proposes 115 units for affordable senior housing, and if approved, will result in an additional housing choice for seniors.
CD 8.1	II	Limiting Development: continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed project is an in-fill project, can be served by existing utilities and service systems, and will comply with this policy.
All others	III	All policies not listed above	No or distant applicability to the proposed project.

The *Downtown Strategic Plan* identifies the site within the South of Seventh District, and, "The intent of this district is to create a distinct residential neighborhood within Downtown...As envisioned, residential infill or redevelopment projects with similar or slightly higher densities could be added to create a very strong residential character to the area. The key to establishing this character lies in the opportunity for the reuse or redevelopment of several key properties." One development strategy for the South of Seventh District states, "The development of a two- to four-story high-density residential project close to the edge of the District." The proposed project is a unique opportunity to revitalize the site, and will be consistent with the vision established in the *Downtown Strategic Plan*.

- c) Conformance with Zoning Development Standards:** The proposed development is located in the Central Business District (CBD) zone. In accordance with the City Code, the proposed residential apartments may be permitted with a special use permit. The proposed project has been evaluated for compliance with the applicable development standards of the CBD zone and the Attached Dwelling Unit Standards contained in the City Code, as follows:

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Maximum Building Height	48 feet, with up to an additional 25% height increase allowed by SUP.	39 feet (max.)	Yes
Minimum Unit Size	450 sq. ft.	450 sq. ft. (min.)	Yes
Maximum Density	39 units per acre	39 units (base density) +14 bonus units per acre	Yes, with approval per Gov. Code §65915(g)
Density Bonus	35% (maximum) per Gov. Code §65915	35% density bonus (30 / 85 = 0.35)	Yes, with approval per Gov. Code §65915(g)
Resident Parking	115 spaces minimum (one space per one-bedroom apartment)	99 spaces on-site + 16 spaces provided on adjacent street [see section f) in the Analysis portion of this report].	Yes, with approval of SUP [§16-152(G)]
Guest Parking	None required, per Gov. Code §65915(p)	5 public spaces to be provided on B Street [see section f) in the Analysis portion of this report].	Yes, with approval per Gov. Code §65915(p)
Parking lot landscaping	- Minimum 5% of lot. - Landscape planters required every 10 spaces.	- 6% of parking lot. - Planters provided at least every 10 spaces (except for south-side row of existing parking).	Yes
Interior Yard Space	15% of the lot area, with minimum dimensions of 15' x 15'	1.9% (1,800 sq. ft.) with dimensions of 20' x 90'. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Lighting	Theme-coordinated & decorative	Buildings: wall sconces; Street lights: acorn fixtures with fluted poles.	Yes
Bicycle Parking	Required	Bicycle rack provided near building front entrance	Yes
Rooftop equipment	May not protrude above height of parapet.	All equipment screened from view and set back from edge of parapets.	Yes

Attached Dwelling Unit Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Recreational Facilities	Common recreational facilities with interior yard space areas	Interior picnic tables, classroom, library/game room in basement	Yes, with approval of SUP [§16-362(C)].
Open Area	Minimum 2,500 sq. ft. turf area with a minimum dimension of 35'x35'.	1.9% (1,800 sq. ft.) with dimensions of 20' x 90'. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)
Balconies and Patios	2 nd and 3 rd story units must have a balcony with minimum dimensions of 10'x10' and be 50% enclosed	Balcony dimensions are 1'0" x 6'0". Omitted from 18 units on the 2 nd , 3 rd , 4 th floors. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)
Storage Areas	225 cubic feet for each dwelling unit	225 cubic feet minimum for each dwelling unit	Yes
Building Separation	Equal to the height of the taller structure	Zero (existing). Nonconforming per §16-508(H).	Yes, Nonconforming
Utility Meters	Screened or integrated into building design	Utility plan provided illustrating screening.	Yes

- d) **Site Design:** The subject property is 2.18 acres in size, with Ninth Street on the north side and a public alley on the west side. The four existing commercial buildings are situated along the north and west property lines. The site is proposed to have gates around the parking lot, except along the Ninth Street frontage. Proposed on-site improvements include constructing handicap-accessible entrances and ramps, installing new landscaping and trees, re-striping the existing parking lot with 99 spaces, and constructing a new refuse enclosure. Off-site improvements are proposed to include constructing a decorative sidewalk along Ninth Street, and re-constructing the east side of South B Street (between Eighth and Ninth Streets) to provide 21 on-street public parking spaces, which will also be available to future residents of the Lofts Senior Apartments.

The unique location of the subject property, at the south terminus of South B Street at Ninth Street, provides an opportunity to construct street improvements (e.g., decorative sidewalks, acorn street lights, planter areas and Queen Palm trees, street furniture) that will clearly link the property to the downtown district. As part of the Ninth Street and B Street improvements, the project includes conditions requiring public improvements modeled after Heritage Square (discussed in the Circulation & Parking section).

- e) **Floor Plan:** The proposed plans (Attachment B) show the four buildings labeled as three areas (Area 1, 2, and 3) with the apartments located on floors 1 through 4. The existing central breezeway will provide the common main entryway for all buildings, and improvements will include automatic double doors, security station, ramps and stairs, and landscape planters. In the basement, the development provides the on-site recreation amenities (game room, library, and classroom) as well as the required storage unit for each apartment. The apartment count per area is as follows:

Area No.	Floor Level	Number of 1-BR Apts	Number of Studio Apts	Apartment Sizes (Square-Feet Each)
1	1 st	20	6	460 to 591
2	1 st	4	1	459 to 473
2	2 nd	4	1	450 to 470
2	3 rd	4	1	450 to 470
2	4 th	4	1	450 to 470
3	1 st	20	3	453 to 562
3	2 nd	20	3	454 to 585
3	3 rd	20	3	454 to 585
TOTAL		96	19	Avg. = 502

Of the 115 apartments, a total of 96 are identified as one-bedroom units, and 19 are studios. The distinction between a 'One Bedroom' unit and a 'Studio' unit is the presence of a sliding partition wall, rather than a permanent floor-to-ceiling wall, between the bedroom space and the living room (see Attachment B, page A2.1, detail no. 4).

Structural improvements for the proposed use include: retaining the existing exterior walls, structural beams, and roof trusses; install new floor joists and interior walls; remove ceiling panels in certain areas to create multiple floors within the building shells; and remove ceiling panels at the center of the Areas 1 and 3 to create interior courtyards with natural sky light. Staff had requested further enlargement of the entry hallways and interior courtyards on the first floor to encourage larger informal lounge areas, but the applicant determined the concept was economically infeasible (i.e., would result in reduction to the number of apartments).

- f) **Circulation and Parking:** The gated entry will be located near the northeast entrance to the property, set back approximately 40 feet from Ninth Street. Only residents and emergency vehicles would have access to the property. Guests would be directed to park in the unfenced portion of the parking lot immediately adjacent to Ninth Street, or on the nearby public parking spaces on South B Street. The interior drive aisle at the rear of the buildings has a gate near the southwest corner of the property, and only emergency vehicles would be allowed to enter through the southwest corner gate.

Resident Parking

City Code §16-622(F) and Government Code §65915(p) require one parking space per one-bedroom dwelling unit. A total of 99 on-site parking spaces are provided for residents, which leaves a deficiency of 16 spaces. Government Code §65915(p) does not require guest parking. To address the parking deficiency for Code requirements, the applicant proposes to utilize a combination of off-street and on-street parking (discussed in the following paragraph). However, Traffic Engineering staff does not anticipate a significant parking deficiency, based on parking demand research and recent local experience with exclusively senior housing projects.

Visitor Parking

City Code §16-622(F) requires one visitor parking space per unit for the first 30 units, and one visitor space for every two units beyond the 31st unit. However, Government Code §65915(p) does not require any on-site visitor parking for affordable housing projects that invoke Government Code §65915(p). On-street public parking adjacent to the project site can provide visitor parking, if needed, as discussed in the following paragraph.

On-Street Public Parking

Reuse of the site creates unusual challenges to the site planning for the project. As proposed, the project is deficient in on-site resident parking by 16 spaces. The applicant proposes constructing 20 on-street parking spaces on South B Street immediately adjacent to the project site. The Central Business District zoning allows street parking to be counted for the project, provided that the on-street parking is immediately adjacent and contiguous to the property line (City Code §16-152(G)(1)). If the east side of South B Street were to be re-designed, then there would be ample parking immediately adjacent to the project site. The City's Traffic Engineer supports the proposed on-street parking if the east side of South B

Street is improved as shown on the proposed Site Plan. Conditions of approval have been included requiring the construction of diagonal parking along the east side of South B Street in order to increase the amount of street parking in the area (see Attachment D, Traffic Engineering conditions 91 – 95). In order to approve the project, the Commission must make a finding that the project will satisfy the parking requirements (City Code §16-152(G)(2)) as proposed by the mix of on-site and on-street parking.

- g) **Building Design:** Numerous windows, balconies, and other architectural enhancements are proposed to be added to the building exteriors. Exterior additions will also include stairways on the east and south sides of Area 4, the east side of Area 3, and the east side of Area 1 (interior breezeway). The Modern architectural theme will be maintained and enhanced through the renovation process. Contemporary elements will be added with new paint colors, new balconies with brushed aluminum awnings, and an enhanced front entrance with weathered steel washboard siding. New exterior lighting will be provided for architectural enhancement and visibility during the evening. Three distinctive paint colors are proposed, and will be incorporated with unique architectural elements to soften the exterior appearance.

Area 1 housed the former Press Courier offices and is single-story. The proposal for this area is defined by an inner courtyard surrounded by 26 apartments (units only on the 1st floor in Area 1). The courtyard has a common entry on the east side that connects to the central breezeway. The courtyard is open to the sky with the exception of structural trusses which span overhead to support the building's roof. The courtyard includes trees, landscaping, and picnic table seating. The most westerly apartments have windows facing the adjacent alley to the west, and the windows include security bars while omitting the balconies. The easterly apartments on the first floor have windows facing the interior breezeway, and the balconies are also omitted from these units. The interior apartments will not have any balconies. The building would be painted light blue color "Sail to the Sea" (DE 5863).

Area 2 housed the Press Courier printing press equipment, and was a single-story structure with a 37-foot high ceiling. Four floors are proposed to be installed in this structure resulting in 20 units. The bottom floor units have living room and bedroom windows facing the alley to the west, and the windows include security bars while omitting the balconies. Juliet balconies facing the alley are added to the upper-floor units, except for interior-side units. The ground floor units have private entries taking access from the easterly side of the building (not the interior common breezeway). A metal-paneled stairwell with shared key access is added to the rear of the building for upper floor access. This building would be painted medium yellow color "Baby Chick" (DE 5311).

Area 3 housed Press Courier printing press equipment and warehouse, and has a 35-foot high ceiling on the western section of the building and 30-foot high ceiling on the eastern section. This building has the basement that will be converted to the common recreation rooms and storage units. Floors one through three will have 23 apartments each. To bring in natural light and ventilation, the building will be retrofitted to create a central open air courtyard on the

first floor. The courtyard is open to the upper floors and sky with the exception of a roof truss system that spans across the opening. The westerly apartments on the first floor have windows facing the interior breezeway, and the balconies are omitted from these units. The interior apartments will not have any balconies. A new exterior stairwell is added to the rear of Area 3 and will not be visible from Ninth Street. This building would be painted a light copper "Harvest Time" (DE 5208) and the light blue "Sail to the Sea" (DE 5863).

- h) **Green Building:** The applicant proposes to re-use existing buildings and redevelop a unique property in the City's downtown. Significant resources will be conserved by utilizing the existing infrastructure, and avoiding generation of waste materials by reusing most of the existing structures. By adapting the industrial site to a residential use, the project would remove development pressure from vacant land elsewhere. The project will also provide diversity and affordability to the existing housing stock. By being in the downtown, residents of the project have the opportunity to walk to nearby retail, service, and employment centers. This results in less traffic generation that might impact local roads, and may help to stimulate pedestrian activity in the downtown area. The proposed construction, fixtures, etc. will comply with the *2010 California Green Building Standards Code*. At this time, no photovoltaic (PV) solar panels are proposed for the rooftop, yet may be installed in the future.
- i) **Landscaping and Open Space:** As currently proposed, the project meets the City Code requirement for 5% of the parking lot to be landscaped. The applicant requests approval of a concession in accordance with Government Code §65915 to modify the City's requirement for Interior Yard Space (15% of the project site as interior yard space with minimum dimensions of 15 feet by 15 feet) and Open Area (minimum 2,500 square-feet of lawn area with minimum dimensions 35 feet by 35 feet). The site was originally developed as an industrial use, not residential, and the existing parking lot will need to be modified slightly to allow for more open space. The proposed interior yard space of 1,800 square-feet (or 1.9 percent of the project site) is the most that can be accommodated on the site without affecting other requirements such as parking spaces, drive aisles, etc.

The public rights-of-way that are adjacent to the site (the south side of Ninth Street, and east side of South B Street between Eighth and Ninth Streets) will be improved consistent with the streetscape design guidelines outlined by the *Downtown Strategic Plan*, and will provide a pedestrian-oriented design that is required by the City Code for the downtown district. Along the project frontage on Ninth Street, the developer will construct a decorative sidewalk with scored concrete, planters with new trees and landscaping, and benches and trash receptacles consistent with the City's approved design (see Attachment B, landscape plan). New crosswalks will link the project site to B Street and the downtown district to the north.

The developer has also agreed to upgrade the street parking and associated improvements on the east side of South B Street (between Eighth and Ninth Streets) to match the existing street parking that is adjacent to Heritage Square. These public improvements will include angled parking, new sidewalk and planters, and new trees and landscaping (see Attachment B, site

plan). As part of the Ninth Street and B Street improvements, the project includes conditions for Queen Palm and Canary Island Date Palm trees consistent with the *Downtown Street Tree Master Plan*, and the specified locations are identified on the proposed site plan. Two Queen Palm trees are proposed at the front main entrance to the Lofts Apartments, and will serve multiple functions including: providing a focal point for the main entrance; providing consistency with other palm trees along South B Street; and identifying the terminus of South B Street at Ninth Street.

- 7) **Downtown Design Review Committee:** The Downtown Design Review Committee (DDRC) reviewed the project on October 11, 2012, and recommended several changes to the architectural finishes, treatments, and street improvements. Prior to returning to the DDRC, the project was reviewed by the Development Advisory Committee. The applicant revised the project design in substantial conformance to both DDRC and DAC recommendations. On February 14, 2013, the DDRC reviewed the revised plans and recommended approval.
- 8) **Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed the project on October 3, 2012, and February 27, 2013. Minor changes were made to the proposed floor plan based on DAC input, including enhancements to the lobby and entry hallways, and additional laundry rooms on each floor. The conditions recommended by the DAC are included in the draft resolution (Attachment D).
- 9) **Community Input:** The Community Workshop was conducted on March 28, 2013. On March 16, 2013, the applicant mailed notices of the Community Workshop meeting to all property owners with properties located in the Hobson Park East neighborhood. On March 7, 2013, a notice was posted on the project site with a brief description and contact information. Two members of the public attended the workshop for this project. One attendee spoke in favor of the proposed density and reuse of the vacant buildings.
- 10) **Appeal Procedure:** In accordance with City Code §16-545, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fee before the end of the appeal period.

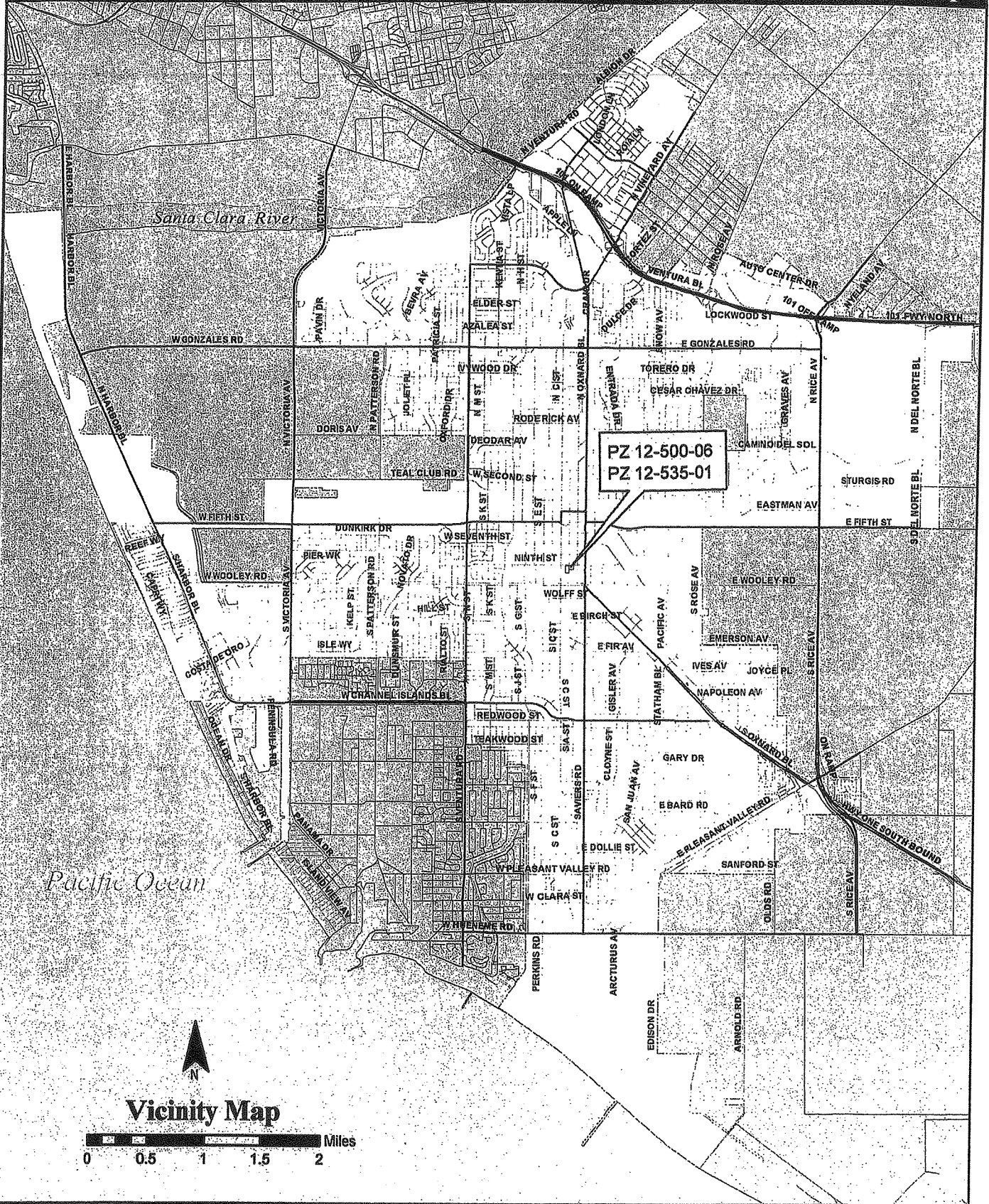
Attachments:

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

Prepared by:	<u>B. [Signature]</u> BF
Approved by:	<u>SM [Signature]</u> SM

ATTACHMENT "A"

Maps (Vicinity, General Plan, Zoning)



Vicinity Map

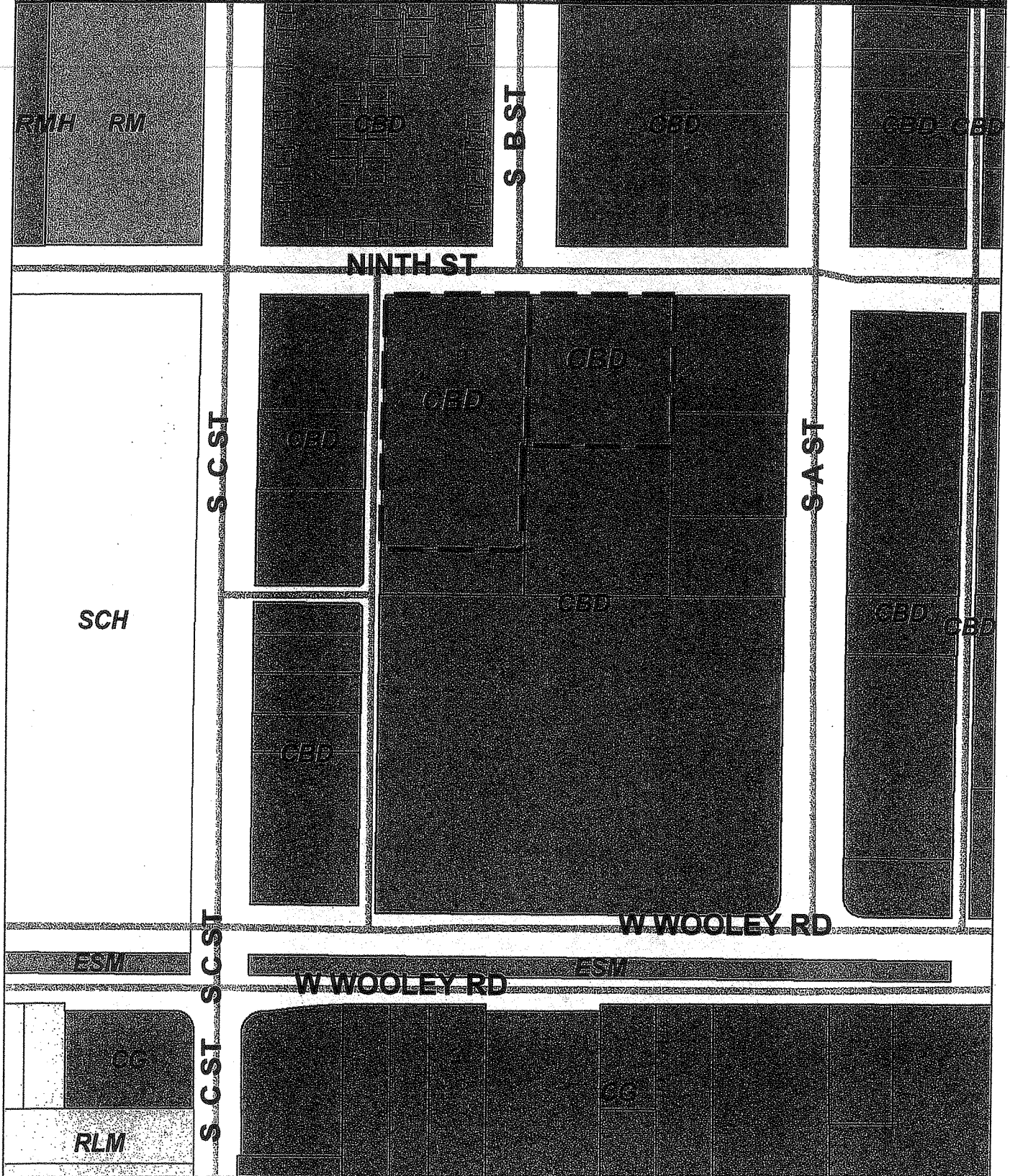
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CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
October 2, 2012

PZ 12-500-06, 12-535-01
Location: 300 W Ninth St
APN: 202019137, 202019139
Albert Group Architects

1:69,966

2030 General Plan Land Use Map



CITY OF
OXNARD
CALIFORNIA

Oxnard Planning
October 2, 2012

PZ 12-500-06, 12-535-01
Location: 300 W Ninth St
APN: 202019137, 202019139
Albert Group Architects

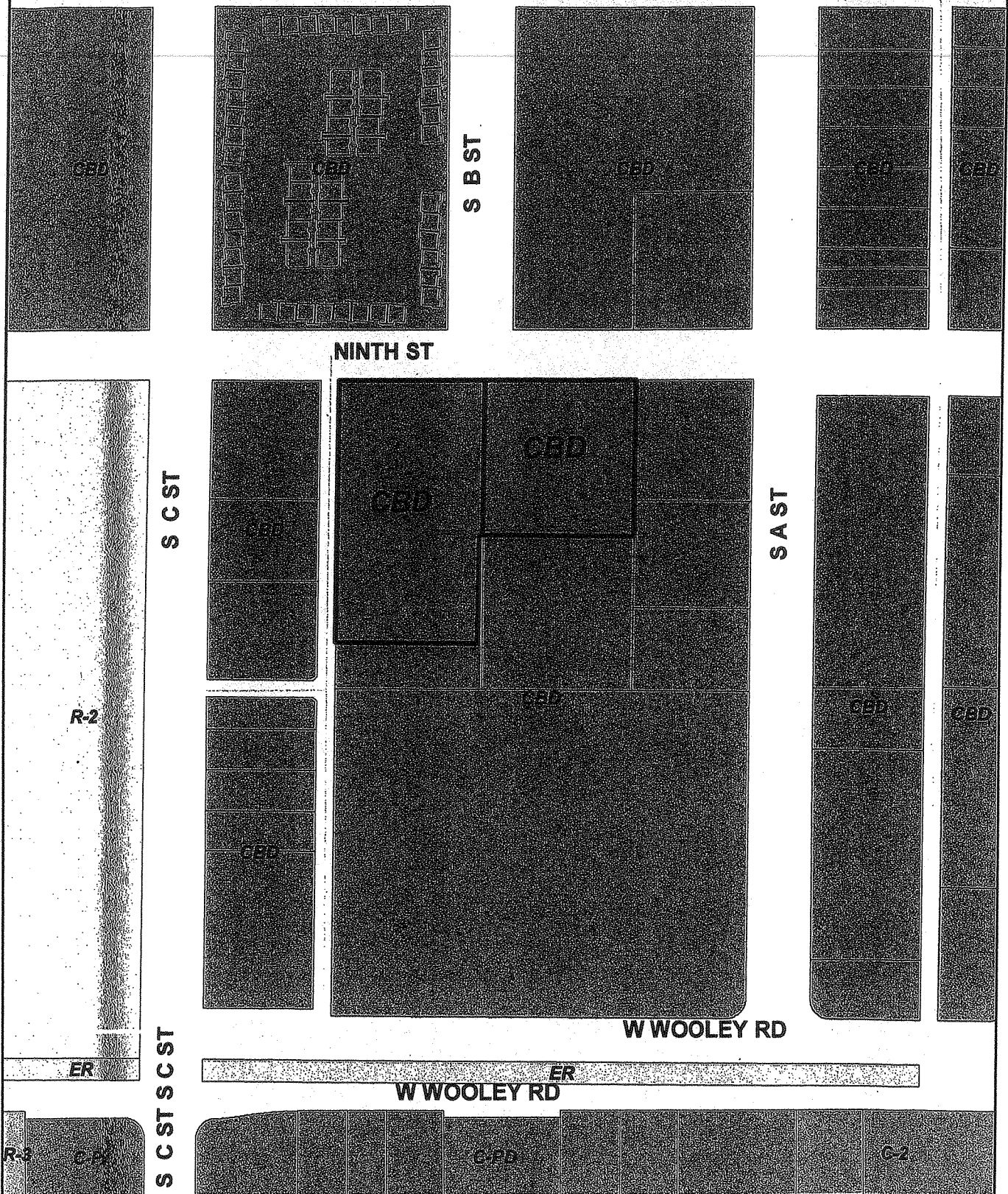
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2030 General Plan Land Use Map



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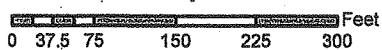
Zone Map



Oxnard Planning

October 2, 2012

PZ 12-500-06, 12-535-01
 Location: 300 W Ninth St
 APN: 202019137, 202019139
 Albert Group Architects



Zone Map

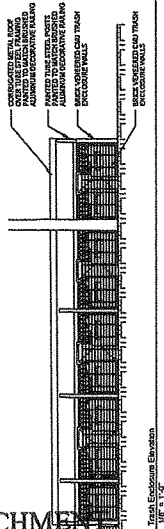
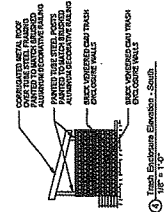
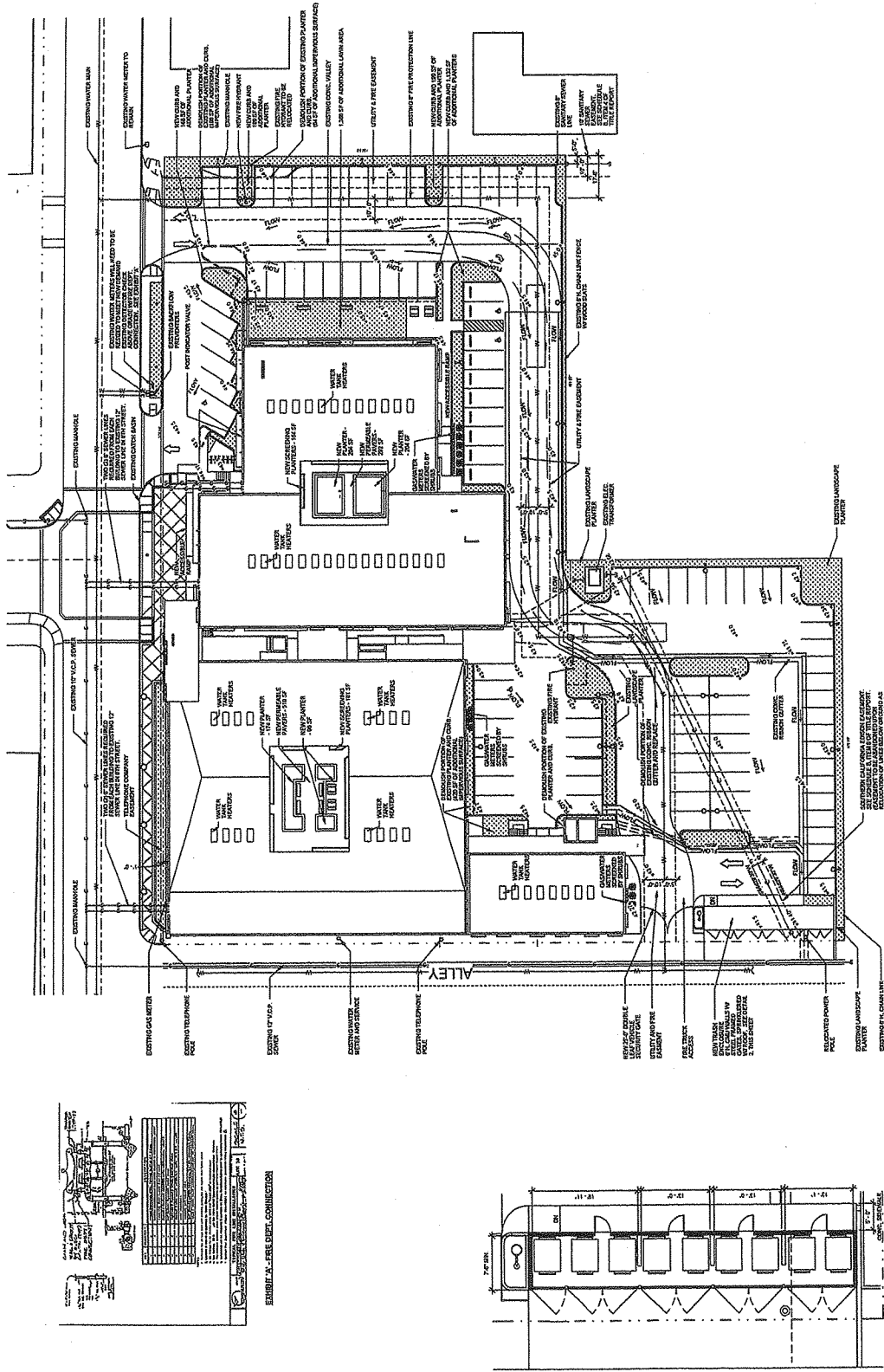


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ATTACHMENT "B"
Reduced Project Plans

[illegible]

WORLDWIDE IMPORTS AT A GLANCE		THE EXPORT UNITS ARE IN '000 U.S. DOLLARS	
Country	Imports	Exports	Comments
Algeria	100	0	Imports are mainly in the form of machinery and equipment.
Argentina	100	0	Imports are mainly in the form of machinery and equipment.
Australia	100	0	Imports are mainly in the form of machinery and equipment.
Austria	100	0	Imports are mainly in the form of machinery and equipment.
Belgium	100	0	Imports are mainly in the form of machinery and equipment.
Brazil	100	0	Imports are mainly in the form of machinery and equipment.
Canada	100	0	Imports are mainly in the form of machinery and equipment.
Chile	100	0	Imports are mainly in the form of machinery and equipment.
China	100	0	Imports are mainly in the form of machinery and equipment.
Colombia	100	0	Imports are mainly in the form of machinery and equipment.
Costa Rica	100	0	Imports are mainly in the form of machinery and equipment.
Cuba	100	0	Imports are mainly in the form of machinery and equipment.
Czechoslovakia	100	0	Imports are mainly in the form of machinery and equipment.
Denmark	100	0	Imports are mainly in the form of machinery and equipment.
Egypt	100	0	Imports are mainly in the form of machinery and equipment.
France	100	0	Imports are mainly in the form of machinery and equipment.
Germany	100	0	Imports are mainly in the form of machinery and equipment.
Greece	100	0	Imports are mainly in the form of machinery and equipment.
Hong Kong	100	0	Imports are mainly in the form of machinery and equipment.
India	100	0	Imports are mainly in the form of machinery and equipment.
Indonesia	100	0	Imports are mainly in the form of machinery and equipment.
Italy	100	0	Imports are mainly in the form of machinery and equipment.
Japan	100	0	Imports are mainly in the form of machinery and equipment.
Korea	100	0	Imports are mainly in the form of machinery and equipment.
Malaysia	100	0	Imports are mainly in the form of machinery and equipment.
Mexico	100	0	Imports are mainly in the form of machinery and equipment.
Netherlands	100	0	Imports are mainly in the form of machinery and equipment.
New Zealand	100	0	Imports are mainly in the form of machinery and equipment.
Norway	100	0	Imports are mainly in the form of machinery and equipment.
Philippines	100	0	Imports are mainly in the form of machinery and equipment.
Poland	100	0	Imports are mainly in the form of machinery and equipment.
Portugal	100	0	Imports are mainly in the form of machinery and equipment.
Romania	100	0	Imports are mainly in the form of machinery and equipment.
Saudi Arabia	100	0	Imports are mainly in the form of machinery and equipment.
Spain	100	0	Imports are mainly in the form of machinery and equipment.
Sweden	100	0	Imports are mainly in the form of machinery and equipment.
Singapore	100	0	Imports are mainly in the form of machinery and equipment.
Slovakia	100	0	Imports are mainly in the form of machinery and equipment.
Slovenia	100	0	Imports are mainly in the form of machinery and equipment.
South Africa	100	0	Imports are mainly in the form of machinery and equipment.
South Korea	100	0	Imports are mainly in the form of machinery and equipment.
Switzerland	100	0	Imports are mainly in the form of machinery and equipment.
Taiwan	100	0	Imports are mainly in the form of machinery and equipment.
Tanzania	100	0	Imports are mainly in the form of machinery and equipment.
Thailand	100	0	Imports are mainly in the form of machinery and equipment.
Turkey	100	0	Imports are mainly in the form of machinery and equipment.
U.S.A.	100	0	Imports are mainly in the form of machinery and equipment.
U.K.	100	0	Imports are mainly in the form of machinery and equipment.
U.S.S.R.	100	0	Imports are mainly in the form of machinery and equipment.
Venezuela	100	0	Imports are mainly in the form of machinery and equipment.
Yugoslavia	100	0	Imports are mainly in the form of machinery and equipment.



1 Engineering Site Plan
1" = 20'-0"

Trash Enclosure Plan Detail
1/8" = 1'-0"

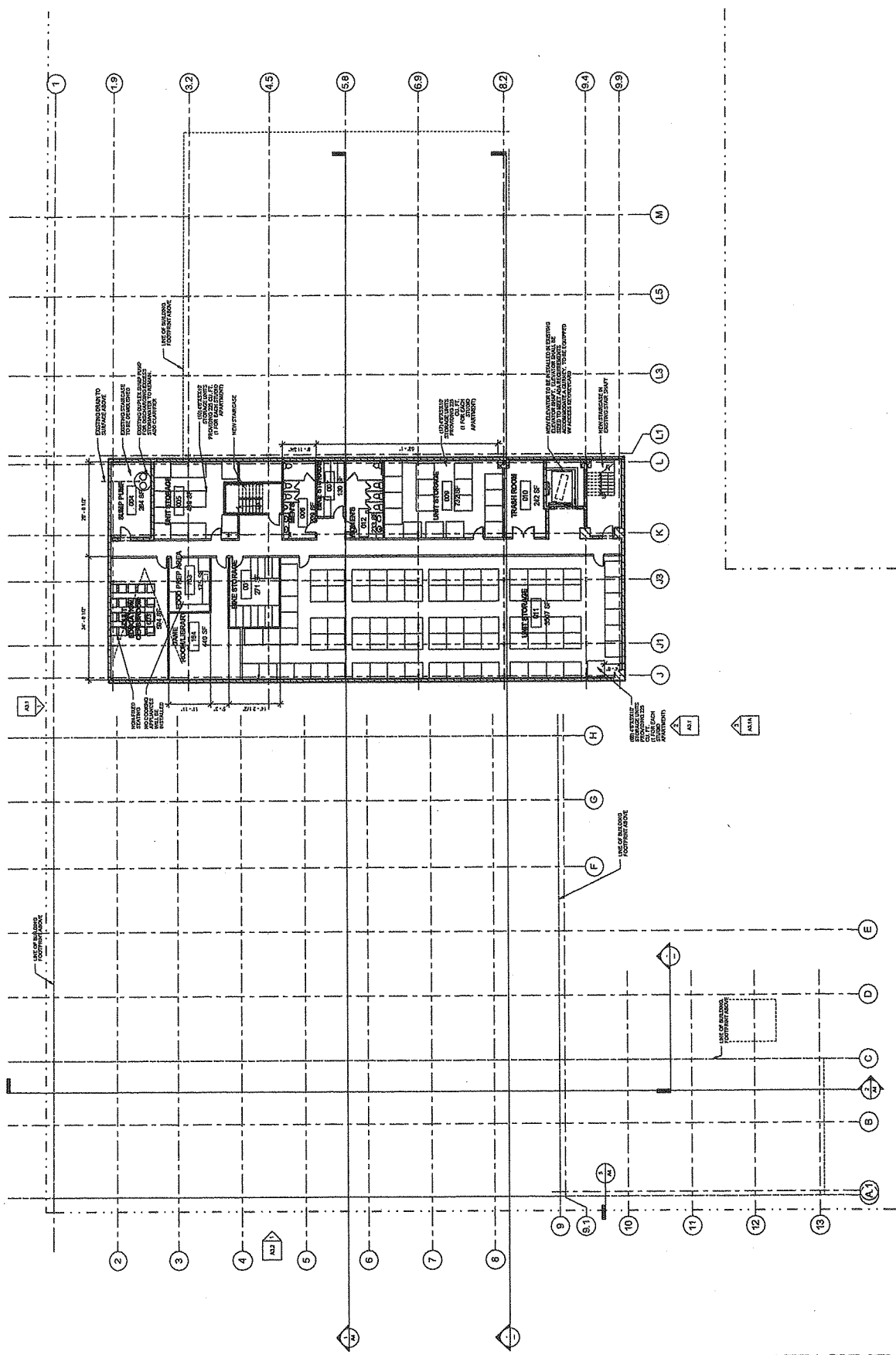
NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL WALLS ARE 12" THICK UNLESS NOTED OTHERWISE.
 3. ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL.
 4. ALL ROOFS ARE 6" CONCRETE ON 8" GRAVEL.
 5. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE.
 6. ALL EXTERIOR DOORS ARE 36" WIDE.
 7. ALL EXTERIOR WINDOWS ARE 36" WIDE.
 8. ALL INTERIOR DOORS ARE 36" WIDE.
 9. ALL INTERIOR WINDOWS ARE 36" WIDE.
 10. ALL STAIRS ARE 36" WIDE.
 11. ALL ELEVATORS ARE 36" WIDE.
 12. ALL HALLWAYS ARE 36" WIDE.
 13. ALL BATHS ARE 36" WIDE.
 14. ALL KITCHENS ARE 36" WIDE.
 15. ALL LIVING AREAS ARE 36" WIDE.
 16. ALL BEDROOMS ARE 36" WIDE.
 17. ALL OFFICES ARE 36" WIDE.
 18. ALL STORAGE AREAS ARE 36" WIDE.
 19. ALL MEETING AREAS ARE 36" WIDE.
 20. ALL RECEPTION AREAS ARE 36" WIDE.
 21. ALL LOBBIES ARE 36" WIDE.
 22. ALL CORRIDORS ARE 36" WIDE.
 23. ALL ENTRANCES ARE 36" WIDE.
 24. ALL EXITS ARE 36" WIDE.
 25. ALL STAIRWELLS ARE 36" WIDE.
 26. ALL ELEVATOR SHAFTS ARE 36" WIDE.
 27. ALL HALLWAY SHAFTS ARE 36" WIDE.
 28. ALL BATH SHAFTS ARE 36" WIDE.
 29. ALL KITCHEN SHAFTS ARE 36" WIDE.
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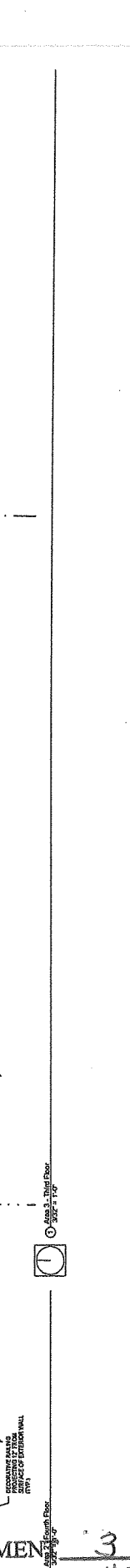


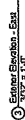
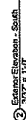
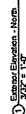
Oxnard Senior Housing
 12345 Main Street, Oxnard, CA 93030
 805.435.1234

the albert group architects
 12345 Main Street, Oxnard, CA 93030
 805.435.1234
 PROJECT NUMBER: 12345
 SHEET NUMBER: 12345
 DATE: 12/15/2023
 DRAWN BY: J. Smith
 CHECKED BY: J. Smith
 PROJECT NAME: Oxnard Senior Housing
 PROJECT LOCATION: 12345 Main Street, Oxnard, CA 93030
 PROJECT OWNER: Oxnard Senior Housing
 PROJECT ARCHITECT: the albert group architects
 PROJECT ENGINEER: Albert J. Smith
 PROJECT DATE: 12/15/2023
 PROJECT SHEET: 12345

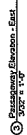
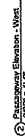
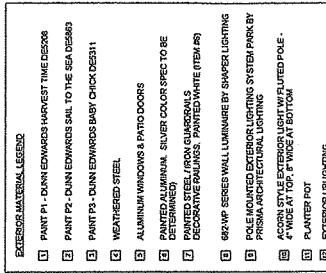
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- EXTERIOR MATERIAL LEGEND**
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| 1 | PAINT P1 - DANN EDWARDS HARVEST TIME DES208 |
| 2 | PAINT P2 - DANN EDWARDS SAIL TO SEA DES260 |
| 3 | PAINT P3 - DANN EDWARDS BAY CHECK DES311 |
| 4 | W/ENHANCED STEEL |
| 5 | ALUMINUM WINDOWS & PATIO DOORS |
| 6 | PAINTED ALUMINUM, SILVER COLOR SPEC TO BE DETERMINED |
| 7 | PAINTED STEEL (IRON CHANNELS, POSTS, BRACKETS, ETC.) PAINTER WHITE (ITEM #R) |
| 8 | 682-WS SERIES WALL LUMINAIRE BY SHAPER LIGHTING |
| 9 | POLE MOUNTED EXTERIOR LIGHTING SYSTEM (ARK #R) PRISM AND RECTANGULAR LIGHTS |
| 10 | ACORN STYLE EXTERIOR LIGHT W/PAINTED POLE, 4" WIDE AT TOP, 8" WIDE AT BOTTOM |
| 11 | PLANTER POT |
| 12 | EXTERIOR LIGHTING |





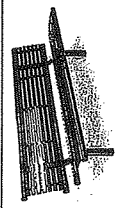
PLANTING NOTES

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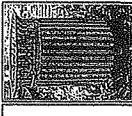
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Trash receptacle to be model S-535 color to be Bronze
Trash receptacle w/ urn to be model S-535 color to be Bronze

1e1: 800.368.2573



Bench



Trash Recycle



ASLA
Yoel Lir Landscape Architects
1010 Sycamore Ave. Suite 313
South Pasadena, CA 91030
Tel 323.258.5222
Fax 323.258.5333



TREE LEAF		SYM.	BOTANICAL NAME	COMMON NAME	REMARKS
			<i>Arcoxia venusta</i> (Lam.)	Queen Palm	
			<i>Wendlandia</i>	Karla Palm	
			<i>Podocarpus gracilis</i>	Fern Pine	
			<i>Rhaphia excelsa</i>	Leaf Palm	
			<i>Tristitia conferta</i>	Tristitia	

US: 2" deep Arizona crushed rocks 1 1/2" size.
All trees to be planted with commercial root barriers.
2" deep shredded Cedar bark to spread between plants.

NOTE:
All crushed rock and gravel cover areas where plants are 4' or greater to have 2 layers of geotextile fabric in 2 different directions vertically fabric installed 3' below finished grade w/

[illegible]

ATTACHMENT 3
PAGE 24 OF 49

ATTACHMENT "C"

Notice of Exemption

NOTICE OF EXEMPTION

Project Description:

Planning & Zoning Permit Nos. 12-500-06 (Special Use Permit) and 12-535-01 (Density Bonus) – A request for adaptive reuse of the former Press-Courier commercial buildings to create a total of 115 one-bedroom apartments as affordable senior housing, including a density bonus of 35% in accordance with State law. On-site amenities for residents are proposed to include interior courtyards, a 440-sq.ft. library/game room, and a 594-sq.ft. classroom. Gross building area is 84,352 square-feet on a 2.18-acre developed site, with on-site improvements proposed to include handicap-accessible entrances and ramps, new landscaping, re-stripe the existing parking lot with 99 spaces, and a new refuse enclosure. Proposed architectural treatment of the existing buildings include re-painting the exterior on all sides, new doors and windows, exterior lighting, and 6'0" x 1'0" decorative balconies. Off-site improvements are proposed to include decorative sidewalk and planters along the project site's frontage on Ninth Street, and new angled on-street public parking along the east side of South B Street (between Eighth and Ninth Streets) to include new curbs, sidewalk, planters, trees and landscaping. Project site is located at 300 West Ninth Street within the Central Business District zone. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts LLC, 12210 Nebraska Ave., Los Angeles CA 90025.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption, §15332 – In-Fill Development Projects
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines §15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines §15061(b)(3)]

Supporting Reasons: In accordance with Section 15332 of the *CEQA Guidelines*, projects involving in-fill development projects may be found to be exempt from environmental review. The proposed project is for reuse of existing buildings for residential use on a developed site, and the proposal meets all criteria of Section 15332. There is no substantial evidence that the project may have a potentially significant effect on the environment. Therefore, staff has determined that the project qualifies for exemption.

(Date)

Susan L. Martin, AICP
Planning Division Manager

Planning Division

214 South C Street, Oxnard, CA 93030 ♦ (805) 385-7858 ♦ FAX (805) 385-7417

ATTACHMENT "D"

Resolutions

RESOLUTION NO. 2013 –

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO ALLOW THE REUSE OF INDUSTRIAL BUILDINGS AND CONSTRUCTION OF AFFORDABLE SENIOR APARTMENTS WITH A TOTAL OF 115 DWELLING UNITS, ON-SITE AMENITIES, AND RELATED ON-SITE AND OFF-SITE IMPROVEMENTS, LOCATED AT 300 WEST NINTH STREET, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-06, filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Sections 15301 for in-fill development projects, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on May 16, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-06; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

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

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION STANDARD CONDITIONS

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, *PL-1*)
14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
16. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
17. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
19. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
20. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

21. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
22. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
23. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL/B, *PL-14*)
24. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
25. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*)
26. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
27. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
28. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
29. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
30. All residential dwelling unit developments shall include architectural articulation on all four sides of each building (per the approved plans). Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and

balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)

31. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
32. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
33. Developer shall prohibit the parking of recreational vehicles on the project site. (B, *PL-39*)
34. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

PLANNING DIVISION SPECIAL CONDITIONS

35. This permit is granted subject to the approval of a Density Bonus (PZ No. 12-535-01) for the project property. The density bonus approval pursuant to Government Code §65915 includes three concessions to allow modification of the development standards pertaining to open area, interior yard space, and minimum dimensions of balconies to permit less than 10 feet in width and depth. (PL)
36. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as shown on the approved site plan. (PL)
37. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
38. Developer shall participate in the City's Art in Public Places Program in accordance with City Council Resolution No. 13,103. All new development shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to the issuance of a building permit. (PL/DS)

Air Quality

39. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational

modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment. (PL)

40. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (PL)
41. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (PL)
42. During construction, Developer shall control dust by the following activities. (PL)
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
43. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
45. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
46. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

47. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
48. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
49. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
50. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
51. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
52. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
53. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
54. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
55. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

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

64. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
65. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
66. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
67. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
68. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
69. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
70. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
71. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
72. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
73. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
74. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall prepare a Stormwater Pollution Control Plan ("SWPCP") on the form provided by City. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System Permit. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. The SWPCP shall be reviewed and approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the SWPCP updated to reflect current site conditions at all times

and shall keep a copy of the SWPCP on the site and make it available for City or designated representative to review upon request. (DS-87)

75. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

76. Prior to issuance of a site improvement permit, Developer shall provide an updated, written analysis demonstrating that the project does not meet the definition of "Redevelopment" as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures ("2011 TGM"). If it is determined by the Development Services Manager that the project meets the definition of "Redevelopment", Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit. (DS)
77. In accordance with the NPDES permit issued to the City by the Regional Water Quality Control Board, Developer shall reduce impervious land coverage of the project. Developer shall reduce the width of the drive aisle along the east side of the property from approximately 38 feet to 26 feet. The adjacent parking spaces (both sides) shall be reduced to a 17 foot depth a 2 foot overhang into a landscape planter. The final redesign of this area is subject to minor revision upon review and approval of the Development Services Director. (DS)
78. Developer shall remove and re-construct an enhanced sidewalk along the project's entire Ninth Street frontage to provide a minimum 7 foot wide (5 foot minimum when separated from the curb by a landscaped parkway) sidewalk. Improvements shall include provision of ADA compliant transitions at property lines and construction of access ramps for crosswalks at the Ninth Street/ B Street intersection. (DS)
79. Prior to issuance of a site improvement permit, Developer shall dedicate a sidewalk easement to City that encompasses all portions of the proposed or existing sidewalk not within an existing City easement. (DS)
80. Developer shall construct a minimum 7 foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
81. Developer shall design and re-construct Ninth Street driveways to provide an ADA compliant pedestrian path (maximum 2% cross-fall) along the public sidewalk. (DS)
82. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends from the face of the enclosure to the center concrete ribbon gutter in the adjacent alley. (DS)
83. Developer shall relocate the existing utility pole along the front of the proposed trash enclosure to a location that does not interfere with operation of the enclosure doors or convenient removal of the trash bins. (DS)

84. Developer shall construct a minimum 5 foot wide, ADA compliant, raised sidewalk along the rear side of the trash enclosure structure to provide a pedestrian path to the rear doors. (DS)
85. Developer shall design the site to provide trash chutes for residents use. All trash chute locations shall also include a recycle material chute that conveys recycle material to a separate container within the building. (DS)
86. Developer acknowledges and agrees that City will only service trash and recycle bins that are located within the trash enclosure accessible from the adjacent alley. All refuse bins on the site shall be stored in the approved enclosure. No objects other than City bins may be stored in the trash storage rooms without the written permission of the Environmental Resources Division. Project owner shall be perpetually responsible for conveying trash from the interior trash chute rooms to the trash enclosure. (DS)
87. Developer shall construct trash enclosure with a solid non-combustible roof (8 foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
88. Developer shall convey all wastewater discharge from the site to the sewer line in the adjacent westerly alley, or if connection to the alley is not feasible, to the sewer line in Ninth Street. No wastewater discharge from the site shall be conveyed to the sewer line along the easterly property line. (DS)
89. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)
90. Developer shall provide evidence to the Development Services Director that the property underlying this project is one legal lot. (DS)

TRAFFIC ENGINEERING SPECIAL CONDITIONS

91. Developer shall install signage and striping implementing pedestrian crosswalks at all three legs of the Ninth Street and South B Street intersection. Location, signage, and striping shall be approved by the City Traffic Engineer. (TR)

92. Developer shall install signage and striping (or curb markings) implementing the proposed passenger loading zone along a portion of the Ninth Street frontage of the project. Location, signage and striping (or curb markings) shall be approved by the City Traffic Engineer. (TR)
93. In lieu of providing a parking study, Developer shall prepare construction plans for the redesign of the easterly edge of B Street between Eighth and Ninth Streets. Design shall implement diagonal parking along the east side of B Street. Plans shall include, but not necessarily be limited to, curb & gutter, sidewalk, street lighting, signage, striping, landscaping, and irrigation. Design shall be substantially similar to the existing improvements on B Street between Seventh Street and Eighth Street (Heritage Square frontage.) Plans shall be prepared on mylar using City of Oxnard title block and shall be an independent set of plans. Final design shall be approved by the Development Services Director. (TR)
94. In lieu of providing a parking study, Developer also agrees to fund the costs associated with implementation of diagonal parking (and associated improvements) along South B Street between Eighth Street and Ninth Street in excess of the \$60,000 currently available to the City for this construction. Prior to issuance of a Building and Safety permit or a site improvement permit (whichever occurs first), Developer shall deposit \$140,000 for use by the City in constructing the required diagonal parking. City will provide Developer with an accounting of the costs incurred constructing the B Street improvements upon construction completion. If the total construction cost is less than \$200,000 (\$60,000 + \$140,000), City shall reimburse Developer for the unused balance. In no case shall Developer's responsibility exceed a total of \$140,000. (TR)
95. Developer shall be perpetually responsible for ongoing maintenance (and irrigation costs) for the landscaping installed with implementation of diagonal parking along the east side of B Street between Eighth Street and Ninth Street. (TR)
96. Developer shall install a bike rack and retrofit the existing shelter with L.E.D. lighting at the southwest corner of C Street and Ninth Street. (TR)

LANDSCAPE STANDARD CONDITIONS

97. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/B, PK-2)
98. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
99. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, PK-4)
100. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation

system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

101. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK/PL, PK-6)
102. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK/PL, PK-22)

LANDSCAPE SPECIAL CONDITIONS

103. Developer shall pay Park Mitigation Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment. (PK/PL, PK)
104. Prior to issuance of a building permit, the Park Mitigation Fee calculation worksheet shall be reviewed and verified by the Development Services Landscape Architect. (PK/PL, PK)
105. The Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK/PL, PK)
106. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
107. At the time of plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed, or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the City's minimum tree size of 24" box. (PK/PL, PK)

FIRE DEPARTMENT STANDARD CONDITIONS

108. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
109. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

110. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
111. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
112. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
113. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
114. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
115. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
116. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
117. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
118. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)
119. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
120. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. It shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

121. Fire sprinkler coverage is required for the following. (FD)
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
122. Before the city issues a certificate of occupancy, the developer shall install a Knox key vaults at locations to be determined by the Fire Department. (FD)
123. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)
124. A 'Class I' fire department standpipe system is required. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

125. Developer will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program," as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349. (PD)
126. Monuments or marquees indicating building numbers or maps of the complex shall be placed at main public entrances. (PL/DS, PD)
127. All vehicle control access gates shall be operable by emergency vehicle radio equipment (Click-2-Enter). (PD)
128. Pedestrian main access doors and/or gates shall include coded keypads or other approved methods to allow for police or emergency entrance. Knox Box systems are not accessible to police. (PL/DS, PD)
129. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms and laundry rooms. (PD)
130. All exterior security lighting fixtures in common areas shall be independent from the resident's control and shall be on during all hours of darkness. (PD)
131. Entrances will need to be posted in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
132. Metal halide lamps or those that provide quality color rendition are required. (PL/B/DS, PD)

133. The project shall comply with the Outdoor Lighting Code & Guidelines. (PL/B/DS, PD)

(a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

(b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:

1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.

(c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

POLICE DEPARTMENT SPECIAL CONDITIONS

134. Developer shall install a closed circuit television (CCTV) system within all laundry rooms, to be monitored and recorded by the management office. Large windows on the laundry room doors, or complete glass transparent doors, for visibility and an emergency phone shall also be required. These features shall be shown on construction drawings prior to issuance of a building permit. (PL/B/DS, PD)

135. A video surveillance system is recommended throughout all buildings and floors of each building, and shall comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>. (PD)

136. The surveillance system should, at a minimum, monitor all common areas and the areas immediately surrounding the project site. (PD)

137. Pedestrian security measures are necessary in areas of limited natural surveillance such as stairwells and hidden corners. The installation of beveled mirrors on the landings where the stairs change directions is one such measure. (PL/B/DS, PD)

138. Address numbers shall not be affixed to individual unit doors; rather, address numbers shall be placed adjacent to or above doorways so that the apartment numbers can be discerned when doors are propped open. (PD)

ENVIRONMENTAL RESOURCES DIVISION

139. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
140. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
141. Developer and operator shall provide recycling containers near the point of use in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.
142. Developer and operator shall provide literature in each apartment (including on the door of the storage cabinet) explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.

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:

NOES: Commissioners:

ABSENT: Commissioners:

Stephen H. Huber, Chair

ATTEST: _____
Susan L. Martin, Secretary

RESOLUTION NO. 2013 –

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING & ZONING PERMIT NO. 12-535-1 (DENSITY BONUS) FOR AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 115 APARTMENT DWELLING UNITS, AND THREE CONCESSIONS TO MODIFY DEVELOPMENT STANDARDS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65915(d), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. PROJECT SITE IS LOCATED AT 300 WEST NINTH STREET. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-535-01 (Density Bonus) filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Section 15332 of the State CEQA Guidelines for in-fill development projects, and all findings for this exemption can be made; and

WHEREAS, the Planning Commission conducted a public hearing on June 6, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the approval of the requested density bonus.
2. That the project meets the criteria set out in Government Code section 65915(b) as it provides a total of one hundred and fifteen (115) dwelling units for households defined as low and very-low income (100% affordable units).
3. The applicant has provided a satisfactory method to guarantee that the rental prices will be established as stated in the application.
4. The applicant has agreed to execute the agreement referred to in section 16-421 of the City Code.
5. In that 100% of the units in the project will be affordable, the one hundred and fifteen (115) affordable units have a proportionate number of bedrooms as other

units in the development and do not differ in appearance, size and amenities from other units of the same size in the project.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Planning Commission recommends that the City Council approve the following density bonus incentives for the proposed development, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).
2. That the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a density bonus permit for the affordable housing development to allow a 35% density increase of thirty (30) units in addition to the base density of 85 units, for a maximum of 115 dwelling units on the site, including the incentives listed above, subject to the conditions of approval listed below.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

GENERAL CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or and proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. This permit is granted subject to the approval of Planning & Zoning Permit No. 12-500-06 (Special Use Permit). (PL)
9. Prior to issuance of building permits, developer shall enter an agreement in a form approved by both the City Attorney and the Housing Director ensuring the continued affordability of the dwelling units which qualified the applicant for the density bonus. The affordability shall be as follows: a minimum of 19.0 percent of the total units for a housing development (22 units) for very low income households (up to 50% AMI, very low income), or a minimum of 33.4 percent of the total units for a housing development (39 units) for lower income households (60% AMI, low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932; or a senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be a minimum of thirty (30) years.

The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of very low and low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum rents, a required annual report, and monitoring fees.

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:

NOES: Commissioners:

ABSENT: Commissioners:

Stephen H. Huber, Chair

ATTEST: _____
Susan L. Martin, Secretary

RESOLUTION NO. 2013 – 14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO ALLOW THE REUSE OF INDUSTRIAL BUILDINGS AND CONSTRUCTION OF AFFORDABLE SENIOR APARTMENTS WITH A TOTAL OF 115 DWELLING UNITS, ON-SITE AMENITIES, AND RELATED ON-SITE AND OFF-SITE IMPROVEMENTS, LOCATED AT 300 WEST NINTH STREET, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-06, filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Sections 15301 for in-fill development projects, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on May 16, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-06; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

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

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION STANDARD CONDITIONS

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, *PL-1*)
14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
16. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
17. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
19. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
20. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

21. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
22. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
23. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL/B, *PL-14*)
24. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
25. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*)
26. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
27. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
28. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
29. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
30. All residential dwelling unit developments shall include architectural articulation on all four sides of each building (per the approved plans). Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and

balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, PL-28)

31. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, PL-30)
32. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)
33. Developer shall prohibit the parking of recreational vehicles on the project site. (B, PL-39)
34. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, PL-40)

PLANNING DIVISION SPECIAL CONDITIONS

35. This permit is granted subject to the approval of a Density Bonus (PZ No. 12-535-01) for the project property. The density bonus approval pursuant to Government Code §65915 includes three concessions to allow modification of the development standards pertaining to open area, interior yard space, and minimum dimensions of balconies to permit less than 10 feet in width and depth. (PL)
36. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as shown on the approved site plan. (PL)
37. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
38. Developer shall participate in the City's Art in Public Places Program in accordance with City Council Resolution No. 13,103. All new development shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to the issuance of a building permit. (PL/DS)

Air Quality

39. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational

modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment. (PL)

40. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (PL)
41. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (PL)
42. During construction, Developer shall control dust by the following activities. (PL)
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
43. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
45. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
46. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

47. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
48. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
49. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
50. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
51. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
52. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
53. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
54. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
55. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

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

64. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
65. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
66. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
67. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
68. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
69. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
70. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
71. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
72. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
73. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
74. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall prepare a Stormwater Pollution Control Plan ("SWPCP") on the form provided by City. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System Permit. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. The SWPCP shall be reviewed and approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the SWPCP updated to reflect current site conditions at all times

and shall keep a copy of the SWPCP on the site and make it available for City or designated representative to review upon request. (DS-87)

75. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

76. Prior to issuance of a site improvement permit, Developer shall provide an updated, written analysis demonstrating that the project does not meet the definition of "Redevelopment" as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures ("2011 TGM"). If it is determined by the Development Services Manager that the project meets the definition of "Redevelopment", Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit. (DS)
77. In accordance with the NPDES permit issued to the City by the Regional Water Quality Control Board, Developer shall reduce impervious land coverage of the project. Developer shall reduce the width of the drive aisle along the east side of the property from approximately 38 feet to 26 feet. The adjacent parking spaces (both sides) shall be reduced to a 17 foot depth a 2 foot overhang into a landscape planter. The final redesign of this area is subject to minor revision upon review and approval of the Development Services Director. (DS)
78. Developer shall remove and re-construct an enhanced sidewalk along the project's entire Ninth Street frontage to provide a minimum 7 foot wide (5 foot minimum when separated from the curb by a landscaped parkway) sidewalk. Improvements shall include provision of ADA compliant transitions at property lines and construction of access ramps for crosswalks at the Ninth Street/ B Street intersection. (DS)
79. Prior to issuance of a site improvement permit, Developer shall dedicate a sidewalk easement to City that encompasses all portions of the proposed or existing sidewalk not within an existing City easement. (DS)
80. Developer shall construct a minimum 7 foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
81. Developer shall design and re-construct Ninth Street driveways to provide an ADA compliant pedestrian path (maximum 2% cross-fall) along the public sidewalk. (DS)
82. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends from the face of the enclosure to the center concrete ribbon gutter in the adjacent alley. (DS)
83. Developer shall relocate the existing utility pole along the front of the proposed trash enclosure to a location that does not interfere with operation of the enclosure doors or convenient removal of the trash bins. (DS)

84. Developer shall construct a minimum 5 foot wide, ADA compliant, raised sidewalk along the rear side of the trash enclosure structure to provide a pedestrian path to the rear doors. (DS)
85. Developer shall design the site to provide trash chutes for residents use. All trash chute locations shall also include a recycle material chute that conveys recycle material to a separate container within the building. (DS)
86. Developer acknowledges and agrees that City will only service trash and recycle bins that are located within the trash enclosure accessible from the adjacent alley. All refuse bins on the site shall be stored in the approved enclosure. No objects other than City bins may be stored in the trash storage rooms without the written permission of the Environmental Resources Division. Project owner shall be perpetually responsible for conveying trash from the interior trash chute rooms to the trash enclosure. (DS)
87. Developer shall construct trash enclosure with a solid non-combustible roof (8 foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
88. Developer shall convey all wastewater discharge from the site to the sewer line in the adjacent westerly alley, or if connection to the alley is not feasible, to the sewer line in Ninth Street. No wastewater discharge from the site shall be conveyed to the sewer line along the easterly property line. (DS)
89. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)
90. Developer shall provide evidence to the Development Services Director that the property underlying this project is one legal lot. (DS)

TRAFFIC ENGINEERING SPECIAL CONDITIONS

91. Developer shall install signage and striping implementing pedestrian crosswalks at all three legs of the Ninth Street and South B Street intersection. Location, signage, and striping shall be approved by the City Traffic Engineer. (TR)

92. Developer shall install signage and striping (or curb markings) implementing the proposed passenger loading zone along a portion of the Ninth Street frontage of the project. Location, signage and striping (or curb markings) shall be approved by the City Traffic Engineer. (TR)
93. In lieu of providing a parking study, Developer shall prepare construction plans for the redesign of the easterly edge of B Street between Eighth and Ninth Streets. Design shall implement diagonal parking along the east side of B Street. Plans shall include, but not necessarily be limited to, curb & gutter, sidewalk, street lighting, signage, striping, landscaping, and irrigation. Design shall be substantially similar to the existing improvements on B Street between Seventh Street and Eighth Street (Heritage Square frontage.) Plans shall be prepared on mylar using City of Oxnard title block and shall be an independent set of plans. Final design shall be approved by the Development Services Director. (TR)
94. In lieu of providing a parking study, Developer also agrees to fund the costs associated with implementation of diagonal parking (and associated improvements) along South B Street between Eighth Street and Ninth Street in excess of the \$60,000 currently available to the City for this construction. Prior to issuance of a Building and Safety permit or a site improvement permit (whichever occurs first), Developer shall deposit \$140,000 for use by the City in constructing the required diagonal parking. City will provide Developer with an accounting of the costs incurred constructing the B Street improvements upon construction completion. If the total construction cost is less than \$200,000 (\$60,000 + \$140,000), City shall reimburse Developer for the unused balance. In no case shall Developer's responsibility exceed a total of \$140,000. (TR)
95. Developer shall be perpetually responsible for ongoing maintenance (and irrigation costs) for the landscaping installed with implementation of diagonal parking along the east side of B Street between Eighth Street and Ninth Street. (TR)
96. Developer shall install a bike rack and retrofit the existing shelter with L.E.D. lighting at the southwest corner of C Street and Ninth Street. (TR)

LANDSCAPE STANDARD CONDITIONS

97. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/B, PK-2)
98. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
99. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, PK-4)
100. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation

system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

101. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK/PL, PK-6)
102. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK/PL, PK-22)

LANDSCAPE SPECIAL CONDITIONS

103. Developer shall pay Park Mitigation Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment. (PK/PL, PK)
104. Prior to issuance of a building permit, the Park Mitigation Fee calculation worksheet shall be reviewed and verified by the Development Services Landscape Architect. (PK/PL, PK)
105. The Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK/PL, PK)
106. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
107. At the time of plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed, or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the City's minimum tree size of 24" box. (PK/PL, PK)

FIRE DEPARTMENT STANDARD CONDITIONS

108. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
109. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

110. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
111. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
112. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
113. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
114. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
115. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
116. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
117. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
118. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)
119. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
120. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. It shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

121. Fire sprinkler coverage is required for the following. (FD)
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
122. Before the city issues a certificate of occupancy, the developer shall install a Knox key vaults at locations to be determined by the Fire Department. (FD)
123. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)
124. A 'Class I' fire department standpipe system is required. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

125. Developer will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program," as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349. (PD)
126. Monuments or marquees indicating building numbers or maps of the complex shall be placed at main public entrances. (PL/DS, PD)
127. All vehicle control access gates shall be operable by emergency vehicle radio equipment (Click-2-Enter). (PD)
128. Pedestrian main access doors and/or gates shall include coded keypads or other approved methods to allow for police or emergency entrance. Knox Box systems are not accessible to police. (PL/DS, PD)
129. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms and laundry rooms. (PD)
130. All exterior security lighting fixtures in common areas shall be independent from the resident's control and shall be on during all hours of darkness. (PD)
131. Entrances will need to be posted in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
132. Metal halide lamps or those that provide quality color rendition are required. (PL/B/DS, PD)

133. The project shall comply with the Outdoor Lighting Code & Guidelines. (PL/B/DS, PD)

(a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

(b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:

1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.

(c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

POLICE DEPARTMENT SPECIAL CONDITIONS

134. Developer shall install a closed circuit television (CCTV) system within all laundry rooms, to be monitored and recorded by the management office. Large windows on the laundry room doors, or complete glass transparent doors, for visibility and an emergency phone shall also be required. These features shall be shown on construction drawings prior to issuance of a building permit. (PL/B/DS, PD)

135. A video surveillance system is recommended throughout all buildings and floors of each building, and shall comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>. (PD)

136. The surveillance system should, at a minimum, monitor all common areas and the areas immediately surrounding the project site. (PD)

137. Pedestrian security measures are necessary in areas of limited natural surveillance such as stairwells and hidden corners. The installation of beveled mirrors on the landings where the stairs change directions is one such measure. (PL/B/DS, PD)

138. Address numbers shall not be affixed to individual unit doors; rather, address numbers shall be placed adjacent to or above doorways so that the apartment numbers can be discerned when doors are propped open. (PD)

ENVIRONMENTAL RESOURCES DIVISION

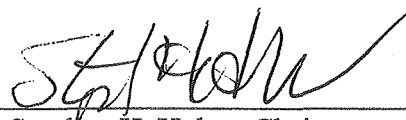
139. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
140. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
141. Developer and operator shall provide recycling containers near the point of use in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.
142. Developer and operator shall provide literature in each apartment (including on the door of the storage cabinet) explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.

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

NOES:

ABSENT: Commissioners: Murguia


Stephen H. Huber, Chair

ATTEST: 
Susan L. Martin, Secretary

RESOLUTION NO. 2013 – 15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING & ZONING PERMIT NO. 12-535-1 (DENSITY BONUS) FOR AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 115 APARTMENT DWELLING UNITS, AND THREE CONCESSIONS TO MODIFY DEVELOPMENT STANDARDS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65915(d), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. PROJECT SITE IS LOCATED AT 300 WEST NINTH STREET. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-535-01 (Density Bonus) filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Section 15332 of the State CEQA Guidelines for in-fill development projects, and all findings for this exemption can be made; and

WHEREAS, the Planning Commission conducted a public hearing on June 6, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the approval of the requested density bonus.
2. That the project meets the criteria set out in Government Code section 65915(b) as it provides a total of one hundred and fifteen (115) dwelling units for households defined as low and very-low income (100% affordable units).
3. The applicant has provided a satisfactory method to guarantee that the rental prices will be established as stated in the application.
4. The applicant has agreed to execute the agreement referred to in section 16-421 of the City Code.
5. In that 100% of the units in the project will be affordable, the one hundred and fifteen (115) affordable units have a proportionate number of bedrooms as other

units in the development and do not differ in appearance, size and amenities from other units of the same size in the project.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Planning Commission recommends that the City Council approve the following density bonus incentives for the proposed development, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).
2. That the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a density bonus permit for the affordable housing development to allow a 35% density increase of thirty (30) units in addition to the base density of 85 units, for a maximum of 115 dwelling units on the site, including the incentives listed above, subject to the conditions of approval listed below.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

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

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

GENERAL CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or and proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. This permit is granted subject to the approval of Planning & Zoning Permit No. 12-500-06 (Special Use Permit). (PL)
9. Prior to issuance of building permits, developer shall enter an agreement in a form approved by both the City Attorney and the Housing Director ensuring the continued affordability of the dwelling units which qualified the applicant for the density bonus. The affordability shall be as follows: a minimum of 19.0 percent of the total units for a housing development (22 units) for very low income households (up to 50% AMI, very low income), or a minimum of 33.4 percent of the total units for a housing development (39 units) for lower income households (60% AMI, low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932; or a senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be a minimum of thirty (30) years.

The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of very low and low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum rents, a required annual report, and monitoring fees.

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

NOES:

ABSENT: Commissioners: Murguia



Stephen H. Huber, Chair

ATTEST: 

Susan L. Martin, Secretary

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: Martin R. EricksonAgenda Item No. J-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: July 9, 2013**TO:** City Council**FROM:** Karen R. Burnham
Interim City Manager**SUBJECT:** Measure O Half-Cent Sales Tax Appropriation for Additional Street Repair,
Advanced Funding of Fire Station #8 Training Academy Funding, Recreational
Programming at College Park**RECOMMENDATION**

That City Council:

1. Appropriate additional Measure O funding for street repair, advanced funding for the Fire Station #8 Training Academy, and Recreational Programming at College Park.
2. Authorize the City Manager to approve the necessary Special Budget Appropriations in the amounts approved by Council.

DISCUSSIONBackground

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

Approximately \$43 million in Measure O funding has been collected since April 1, 2009 funding various projects consistent with the intent of residents. While the current economic and financial conditions present a challenging situation: on the one hand, reducing spending to balance the budget, and on the other, continuing to enhance services with Measure O funds, the City Council has consistently honored its commitment to use Measure O revenues as follows:

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

The FY 2013-14 Budget includes \$6.4 million of ongoing funding of projects and programs previously approved by the City Council (see Attachment 1). It is anticipated that \$8 million of Measure O will be available at the start of FY 2013-14 with an additional \$11 to \$12 million in new revenue collected during the fiscal year.

Current Considerations

On May 21, 2013 City Council held a Study Session to discuss Measure O funding. At that meeting and other Council meetings, Council discussed Measure O priorities and potential projects and programs for funding. Based on this discussion and the requirements of approved projects and programs, staff is recommending appropriations to 1) take immediate action to increase street repairs, 2) take advantage of a SAFER grant to fund firefighters that will ultimately staff Station 8 by funding the cost of a Fire Academy to begin in August, and 3) begin recreational programming at the expanded College Park in support of soccer and other recreational activities.

At the May 14, 2013 Study Session on Street funding, City Council discussed the critical need to address street repair. This has been a recurring priority expressed during subsequent study sessions. At the May 14 study session, staff identified the need for \$4 million in annual street preventative maintenance as well as significant investments in major repair/reconstruction of both streets and alleys. While staff is continuing to evaluate options and opportunities, it is recommended that \$3 million be appropriated at this time to tackle some of the streets in the worst condition. In addition, staff recommends using \$1 million of new FY 2013-14 alley repair funds on streets. The alley program currently has \$2 million available from prior appropriations. Staff is ready to issue a request for bids to use those funds on alley repairs and the new \$1 million included for FY 2013-14 will not be used during the current fiscal year. This will provide \$4 million for street repair in addition to \$500,000 for minor repairs.

On June 11, 2013, Council approved financing and implementation of Fire Station 8. This station will be staffed with 21 Fire personnel with an annual operating cost of \$3.68 million to be funded from Measure O. The City recently received a SAFER grant which will allow the City to proceed with the training of new firefighters for Station 8. While the grant will cover the direct cost of the trainee's salaries and benefits, it does not cover the cost of providing the training and the cost of backfilling the personnel used to provide the training. This cost was included as a future cost in the Measure O estimates in a future year. To take advantage of the SAFER grant an advanced appropriation of \$1 million from Measure O is recommended to fund a Fire Academy scheduled for August as required by the grant.

With the completion of Phase 1 of College Park, Oxnard residents, particularly those that live in the south side, have exceptional recreational facilities including premium soccer fields. Although the maintenance costs had been appropriated as part of the ongoing budget, recreational programming costs that had been included in the long-term funding plan, had not been formally appropriated. At this time an appropriation of \$160,000 is recommended to fully take advantage of this significant investment in this area of the community and help meet the demand for soccer and other recreational programs.

FINANCIAL IMPACT

Since the Measure O ½ cent sales tax became effective in April 2009, more than \$43 million has been collected and accrued through June 30, 2012 with an additional \$500,000 in interest earnings. Just under \$40 million has been allocated by City Council through FY 2012-13, not including Fire Station 8 which was approved for lease financing. Annual revenues are estimated to be \$11 to \$12 million. The current recommendations total \$4,160,000. In addition, a transfer of \$1 million is recommended from the alley repair program to street repairs. Attachment 2 provides a ten-year analysis of approved projects and programs including the recommended appropriations.

Attachment #1 – Measure “O” ½ Cent Sales Tax FY 2013-14 Budget
Attachment #2 – Measure “O” ½ Cent Sales Ten-Year Analysis

**Measure "O" 1/2 Cent Sales Tax
FY 2013-14 Budget**

	<u>Annual Allocation</u>
Traffic & Road Improvements	
Intelligent Traffic System (ITS)*	100,000
Alley Reconstruction	1,000,000
Roadway Repair	500,000
Parks & Open Space	
College Park Project - Phase IC	600,000
Del Sol Park Walking Track	5,000
Durley Park Upgrades	5,000
Community Center Park West Snackbar Demolition and Reconstruction	5,000
Recreation, Youth & Senior Programming	
PAL	200,000
Preschool to You Program Enhancement	135,000
Community Based Organization Contributions	150,000
Day at the Park - Special Needs	12,000
Homework Center at Main Library	30,000
Library - WiFi	2,000
Senior Nutrition Program Enhancement	40,000
Mobile Activity Center Services	30,000
Public Safety & Gang Prevention/Intervention	
CAD/RMS	800,000
Enhanced Community Policing	2,034,000
City Corps Townkeeper Program	550,000
Fire Ladder Truck Lease Payment	169,000
Other Community Improvements	
Spanish Language Interpretation of Council Meetings	<u>50,000</u>
Total	<u><u>6,417,000</u></u>

**Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis**

Project/Program	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total 10 Yr
Traffic & Road Improvements										
Alley Reconstruction	-	19,444	1,980,556	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	8,000,000
Del Norte Reconstruction	-	-	568,000	-	-	-	-	-	-	568,000
ITS	-	119,327	3,480,673	100,000	100,000	100,000	100,000	100,000	100,000	4,200,000
Roadway Repair	648,457	844,540	669,003	500,000	500,000	500,000	500,000	500,000	500,000	5,162,000
Roadway Repair Increase				3,000,000	3,000,000	-	-	-	-	6,000,000
Tierra Vista Resurfacing	-	15,228	1,984,772	-	-	-	-	-	-	2,000,000
Parks & Open Space										
Campus Park Phase I	239,292	72,395	68,313	-	-	-	-	-	-	380,000
Campus Park Phase II	-	-	470,000	-	-	-	-	-	-	470,000
College Park Project - Phase IC	2,884,570	8,411,881	2,229,949	600,000	600,000	600,000	600,000	600,000	600,000	17,126,400
Del Sol Park Walking Track	19,030	146,654	44,316	5,000	5,000	5,000	5,000	5,000	5,000	240,000
Durley Park Upgrades	-	47,733	777,267	5,000	5,000	5,000	5,000	5,000	5,000	855,000
East Village Park	-	-	20,000	-	-	-	-	-	-	20,000
Lemonwood Park Env. Work	-	-	15,000	-	-	-	-	-	-	15,000
Boys & Girls Club Parking Lot	-	-	30,000	-	-	-	-	-	-	30,000
Sports Park Project	135,691	12,749	1,560	-	-	-	-	-	-	150,000
Recreation, Youth & Senior Programming										
College Park - Programming	-	-	-	-	-	160,000	160,000	160,000	160,000	640,000
College Park - Programming begin funding FY 13-14				160,000	160,000					320,000
Youth Center	-	-	100,000	-	-	-	-	-	-	100,000
Community Based Organization Contributions	115,770	7,944	326,286	150,000	150,000	150,000	150,000	150,000	150,000	1,350,000
Day at the Park - Special Needs	-	-	10,000	12,000	12,000	12,000	12,000	12,000	12,000	82,000
Homework Center at Main Library	-	-	15,000	30,000	30,000	30,000	30,000	30,000	30,000	195,000

**Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis**

Project/Program	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total 10 Yr
Library - WiFi	-	-	60,000	2,000	2,000	2,000	2,000	2,000	2,000	72,000
Senior Nutrition Program Enhancement	-	-	20,000	40,000	40,000	40,000	40,000	40,000	40,000	260,000
Mobile Activity Center Services	-	-	15,000	30,000	30,000	30,000	30,000	30,000	30,000	195,000
New Senior Center/Upgrades and Programming	-	2,000	198,000	-	-	-	-	-	-	200,000
Oxnard Tennis Center Courts Resurfacing	74,900	-	-	-	-	-	-	-	-	74,900
PAL Youth Services	22,608	64,405	312,987	200,000	200,000	200,000	200,000	200,000	200,000	1,600,000
Preschool to You Program Enhancement	127,618	146,795	165,587	135,000	135,000	135,000	135,000	135,000	135,000	1,250,000
South Oxnard Center Floor Replacement	61,990	-	-	-	-	-	-	-	-	61,990
Snackbar - Community Center Park West	36,102	339,515	29,383	5,000	5,000	5,000	5,000	5,000	5,000	435,000
Public Safety & Gang Prevention/Intervention										
Alliance Safety Blueprint - Youth Development	96,800	29,978	73,222	-	-	-	-	-	-	200,000
City Corps Townkeeper Program	212,692	351,056	686,252	550,000	550,000	550,000	550,000	550,000	550,000	4,550,000
Enhanced Community Policing	-	1,491,595	3,095,795	2,034,000	2,034,000	2,034,000	2,034,000	2,034,000	2,034,000	16,791,390
Fire Station #8 College Park	-	-	680,000	-	3,565,000	5,051,000	5,051,000	5,051,000	5,051,000	24,449,000
Fire Station #8 College Park - training FY 2013-14				1,000,000	(1,000,000)					-
Fire Training Academy	-	42,487	357,513	-	-	-	-	-	-	400,000
Fire Ladder Truck	-	-	-	169,000	169,000	169,000	169,000	169,000	169,000	1,014,000
Fire Station Asphalt Replacement (Stn. 1, 2 & 4)	101,219	194,503	-	-	-	-	-	-	-	295,722
Police & Fire CAD/RMS	-	484,627	2,115,373	800,000	800,000	800,000	800,000	800,000	800,000	7,400,000
TAGRS Graffiti Software System	28,759	10,965	60,276	-	-	-	-	-	-	100,000
Other Community Improvements										
Farm Museum	-	-	50,000	-	-	-	-	-	-	50,000
Spanish Language	-	-	50,000	50,000	50,000	60,000	60,000	60,000	60,000	390,000
Total Projects/Programs	4,805,498	12,855,821	20,760,083	10,577,000	12,142,000	11,638,000	11,638,000	11,638,000	11,638,000	107,692,402

**Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis**

Project/Program	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total 10 Yr
Summary by Program										
Public Safety & Gang Prevention/Intervention	439,470	2,605,211	7,068,431	4,553,000	6,118,000	8,604,000	8,604,000	8,604,000	8,604,000	55,200,112
Recreation, Youth & Senior Programming	438,988	560,659	1,252,243	764,000	764,000	764,000	764,000	764,000	764,000	6,835,890
Parks & Open Space	3,278,583	8,691,412	3,656,405	610,000	610,000	610,000	610,000	610,000	610,000	19,286,400
Traffic & Road Improvements	648,457	998,539	8,683,004	4,600,000	4,600,000	1,600,000	1,600,000	1,600,000	1,600,000	25,930,000
Other Community Improvements	-	-	100,000	50,000	50,000	60,000	60,000	60,000	60,000	440,000
Total Programs	4,805,498	12,855,821	20,760,083	10,577,000	12,142,000	11,638,000	11,638,000	11,638,000	11,638,000	107,692,402
Transfer to GF						(1,110,000)	(2,230,000)	(3,360,000)	(3,360,000)	10,060,000
Revenues	22,295,722	13,456,123	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	-
Annual Balance	17,490,224	600,302	(9,760,083)	423,000	(1,142,000)	472,000	1,592,000	2,722,000	2,722,000	
Cumulative Balance	17,490,224	18,090,526	8,330,443	8,753,443	7,611,443	8,083,443	9,675,443	12,397,443	15,119,443	



Meeting Date: 7/16/13

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

Prepared By: James Cameron

Agenda Item No. J-2

Reviewed By: City Manager JEB City Attorney SMF Finance J.C. Other (Specify)

DATE: July 8, 2013

TO: City Council

FROM: James Cameron
Chief Financial Officer

SUBJECT: Golf Fund Debt Restructuring

RECOMMENDATION

That City Council receive a presentation and provide direction on Golf Fund financial restructuring options.

DISCUSSION

On April 23, 2013 City Council held a study session on the Golf Fund in addition to other subsidies. On June 4, City Council approved the loan agreement between the Water Fund to the Golf Fund of \$1.3 million as previously approved by City Council to balance the FY 2012-13 Golf Fund budget. Tonight's study session is to present options to provide a long-term financial restructuring to address the FY 2011-12 imbalance as well as future imbalances resulting from debt service requirements in excess of projected net revenues to the Golf Fund.

During the previous discussions, concerns were raised about the cost of the operating contract for the Riverridge Golf Course and staff was asked to evaluate the City's agreement against the City of Ventura operating agreement for its two courses. As back ground, attached are a comparison of the balance sheets (Attachment 1) and the income statements (Attachment 2) for the Oxnard and Ventura Golf Funds. It is important to understand that for each City, the Golf Fund is an enterprise fund that includes the operating agreements as well as other costs. Beginning with the balance sheet, the net assets of Oxnard's Golf Fund is \$14.4 million higher than that of Ventura. Both Oxnard and Ventura have negative unrestricted balances with Ventura's being \$0.5 million deeper in the hole.

Looking at operating expenditures, Oxnard expended about \$151,000 more than Ventura. While the City spent more on the operating agreement other expenses were lower. This is in part due to the fact that the two operating agreements are structured differently and in the case of Oxnard, includes costs that are either covered by the City of Ventura or the service is either not provided or is provided at a lower level of service. Attachment 3 compares the two operating agreements. An analysis of comparable services shows a difference of about \$2,000. Additional costs in the Oxnard operator agreement that is not in the Ventura agreement total almost \$1.1 million. This includes food and

beverage service of \$0.6 million as well as equipment maintenance, fuel, cart lease, cost of merchandise sold in the club house, and insurance. Some of these costs are paid directly by Ventura and not through the agreement.

While the Golf Fund generally meets operational costs from customer revenues, revenues are not adequate to meet debt service payments on outstanding loans. There are two bonds that are carried in the Golf Fund, both of which are backed by the General Fund in the event the Golf Fund is not able to make annual payments. Annual debt service of both bonds is just under \$2.5 million with an outstanding balance of \$23 million. One bond matures in 2016, representing \$1.1 million of debt service and \$3 million of the outstanding balance. Staff has developed refinancing options for this bond, City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A, to reduce the annual debt service. The second bond which matures in FY 2031 is currently budgeted in the General Fund for debt service payments and is not part of this restructuring.

The City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A (the Bond) included refunding of various prior bond issuances. In addition to the \$1.1 million debt service budgeted in the Golf Fund, there is approximately \$700,000 in the General Fund and other Funds. The optimal solution would be to reduce the annual debt service to that amount. The total outstanding principal is \$5 million including the \$3 million for the Golf Fund.

The various scenarios range from “doing nothing” which would require up to \$5 million of General Fund contributions to the Golf Fund, to a nine year extension that fully addresses current and future Golf Fund cash shortfalls. The attachment summarizes the alternatives. Scenario 3, a nine year extension, is recommended by staff as providing the greatest financial flexibility.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact. Staff will return with a proposed financing and documents for approval based on City Council direction.

- Attachments
- 1 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Balance Sheet
 - 2 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Income Statement
 - 3 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Operator Contract
 - 4 Golf Fund Refinancing Bond Summary

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses
Balance Sheet

	<u>Ventura</u>	<u>Oxnard</u>	<u>Difference</u>
ASSETS			
<u>Current assets:</u>			
Cash and investments		-	-
Cash with fiscal agent		2	2
Due from other funds	216,901	-	(216,901)
Due from others	345,037		(345,037)
Total current assets	561,938	2	(561,936)
<u>Noncurrent assets:</u>			
Non-depreciable	638,881	27,930,572	27,291,691
Depreciable, net	14,018,918	-	(14,018,918)
Buildings		3,926,962	3,926,962
Improvements		25,430,098	25,430,098
Machinery and equipment		13,950	13,950
Construction in progress		818,178	818,178
Less accumulated depreciation		(4,118,911)	(4,118,911)
Total noncurrent assets	14,657,799	54,000,849	39,343,050
Total assets	15,219,737	54,000,851	38,781,114
LIABILITIES			
<u>Current liabilities:</u>			
Accounts payable	8,748	4,936	(3,812)
Other liabilities		57,751	57,751
Due to other funds	2,401,516	1,738,799	(662,717)
Revenue bonds and capital leases payable-current		1,164,916	1,164,916
Total current liabilities	2,410,264	2,966,402	556,138
<u>Noncurrent liabilities:</u>			
Revenue bonds, net of current portion and discount		23,863,963	23,863,963
		23,863,963	23,863,963
Total liabilities	2,410,264	26,830,365	24,420,101
NET ASSETS			
Invested in capital assets, net of related debt	14,657,799	28,453,316	13,795,517
Unrestricted net assets (deficit)	(1,848,326)	(1,282,830)	565,496
Total net assets	12,809,473	27,170,486	14,361,013

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses **Income Statement**

	<u>Ventura</u>	<u>Oxnard</u>	<u>Difference</u>
OPERATING REVENUES:			
Golf fee charges	4,413,243	4,058,522	(354,721)
Other operating revenues	-	4,777	4,777
Total operating revenues	<u>4,413,243</u>	<u>4,063,299</u>	<u>(349,944)</u>
OPERATING EXPENSES:			
Salaries and benefits	149,809	66,471	(83,338)
Contractual services (1)	3,250,150	4,007,438	757,288
Materials and supplies	221	-	(221)
Utilities (2)	-	1,896	1,896
Depreciation	899,439	589,800	(309,639)
General and administrative (2)	405,528	168,767	(236,761)
Repairs and maintenance (3)	-	22,253	22,253
Total operating expenses	<u>4,705,147</u>	<u>4,856,625</u>	<u>151,478</u>
OPERATING INCOME (LOSS)	<u>(291,904)</u>	<u>(793,326)</u>	<u>(501,422)</u>
NONOPERATING REVENUES (EXPENSES):			
Investment income	-	-	-
Interest expense (4)	-	(1,192,091)	(1,192,091)
Total nonoperating revenues (expenses)	<u>-</u>	<u>(1,192,091)</u>	<u>(1,192,091)</u>
Income (loss) before transfers	<u>(291,904)</u>	<u>(1,985,417)</u>	<u>1,693,513</u>
OTHER USES AND SOURCES			
Transfers in	224,151	1,298,547	1,074,396
Transfers out (for debt service)	(980,075)	-	980,075
Change in net assets	<u>(1,047,828)</u>	<u>(686,870)</u>	<u>3,747,984</u>
NET ASSETS:			
Beginning of year	13,857,301	27,857,356	14,000,055
End of year	12,809,473	27,170,486	14,361,013

Notes

(1)	Contractual Services Detail		
	Opertor Contract (see detail)	2,856,465	3,930,306
	Audit	-	11,342
	VRSD - Landfill	-	65,790
	Rentals	210,979	-
	Other (unaccounted for)	182,706	-
(2)	General & Admin.		
	Administrative Service Fees	330,279	163,289
	Insurance		4,260
	Utilities	53,859	1,896
	Other (unaccounted for)	21,390	1,218
(3)	Maintenance of City sports fields at Riveridge.		
(4)	Ventura Debt Service charged to other funds (see transfer out).		

ATTACHMENT NO. 2
PAGE 1 OF 1

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses
Operator Contract

	COMBINED VENTURA	OXNARD	DIFFERENCE
GOLF COURSE SIZE			
NUMBER OF HOLES	36	36	SAME
ACRES	180	220	40
CLUB HOUSE SIZE (SQ. FT)	6,000	22,000	16,000
MAINTENANCE STAFF	22	28	6
MAINTENANCE			
PERSONNEL	\$ 696,000	\$ 903,804	\$ 207,804
SUPPLIES & SERVICES	429,000	335,589	(93,411)
WATER	-	80,000	80,000
UTILITIES	122,000	124,463	2,463
TOTAL MAINTENANCE	\$ 1,247,000	\$ 1,443,856	\$ 196,856
COST PER ACRE	\$ 6,927.78	\$ 6,562.98	\$ (364.80)
OPERATIONS			
PERSONNEL	\$ 334,000	\$ 312,943	\$ (21,057)
SUPPLIES & SERVICES	28,000	8,079	(19,921)
CART OPERATIONS	220,000	264,094	44,094
RANGE	17,000	30,200	13,200
TOTAL OPERATIONS	\$ 599,000	\$ 615,316	\$ 16,316
CLUB HOUSE			
EXPENDITURES (1)	\$ 83,000	\$ 182,512	\$ 99,512
COST PER SQUARE FOOT	\$ 13.83	\$ 8.30	\$ (5.54)
GENERAL & ADMIN.			
PERSONNEL	\$ 184,000	\$ 141,302	\$ (42,698)
MARKETING/PROMO	103,000	12,200	(90,800)
SUPPLIES & SERVICES	242,000	66,898	(175,102)
COST SHARING OR MGT FEE (2)	157,000	155,000	(2,000)
TOTAL GENERAL & ADMIN	\$ 686,000	\$ 375,400	\$ (310,600)
COMPARABLE TOTALS	\$ 2,615,000	\$ 2,617,084	\$ 2,084
OTHER PAID BY OPERATOR			
FOOD & BEVERAGE SERVICE	\$ -	\$ 649,488	\$ 649,488
MAINTENANCE EQUIP & FUEL	-	200,655	200,655
DEPRECIATION	-	28,320	28,320
GOLF CART LEASE	-	120,000	120,000
COST OF MERCHANDISE	-	197,000	197,000
LANDFILL COSTS (3)	-	16,000	16,000
INSURANCE	-	68,436	68,436
STATE, FED & PROPERTY TAX	-	35,744	35,744
OTHER	241,465	(2,420)	(243,885)
TOTAL OTHER SERVICES	\$ 241,465	\$ 1,313,223	\$ 1,071,758
TOTAL CONTRACT	\$ 2,856,465	\$ 3,930,307	\$ 1,073,842

ATTACHMENT NO. 3
PAGE 1 OF 2

COSTS PAID DIRECTLY BY VENTURA

UTILITIES	\$ 41,876	\$ -	\$ (41,876)
RENTALS - EQUIPMENT	198,186	-	(198,186)
INSURANCE	92,352	-	(92,352)
IT SUPPORT	11,072	-	(11,072)
TOTAL PAID DIRECTLY	\$ 343,486	\$ -	\$ (343,486)

NOTES:

- (1) Ventura's Olivas course has two trailers for a clubhouse, Buena a small (aprox 5,000 sq ft) building.
- (2) Ventura pays a flat management fee of \$157,000 compared to profit sharing for oxnard which is shared with all full time employees. In the previous year, HTGG received \$138,590.
- (3) Over 50 % of River Ridge is built on closed landfills which require more effort to sustain and monitor, which in some years requires up to \$20,000 in addition to the amounts above.

GOLF FUND REFINANCING BOND SUMMARY
City of Oxnard
Refunding Certificates of Participation, Series 2013 (Taxable)
Interest Rates as of June 11, 2013
Underlying Rating: A+

Scenario 1: 5-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 2: 8-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 3: 9-yr Extended Maturity with \$1.7M New Money
Scenario 4: 9-yr Extended Maturity

	Current	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Last Maturity	2016	2021	2024	2025	2025
Yield	3.99%	2.71%	3.27%	3.45%	3.42%
Par Amount	\$ 5,155,000.00	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,000.00
Total Interest	405,775.00	907,859.02	1,531,905.90	1,700,480.99	1,238,871.38
Total Debt Service	5,560,775.00	8,552,859.02	9,296,905.90	8,890,480.99	6,723,871.38
Average Annual Debt Service	1,853,591.67	1,102,409.33	864,158.57	756,100.44	571,838.81
General Fund Requirement	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 1,700,000.00

Sources & Uses

Sources:

Bond Proceeds	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,000.00
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Uses:

Project Fund	1,700,000.00	1,700,000.00	1,700,000.00	-
Cost of Escrow Securities	5,218,608.49	5,218,608.49	5,218,608.49	5,218,608.49
Capitalized Interest Fund	457,734.02	573,701.90		
Cost of Issuance	200,000.00	200,000.00	200,000.00	200,000.00
Underwriter's Discount	65,000.00	65,000.00	65,000.00	65,000.00
Sub-total	265,000.00	265,000.00	265,000.00	265,000.00
Net Proceeds	3,657.49	7,689.61	6,391.51	1,434.40
Total Uses	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,042.89

GOLF FUND REFINANCING BOND SUMMARY

City of Oxnard

Refunding Certificates of Participation, Series 2013 (Taxable)

Interest Rates as of June 11, 2013

Underlying Rating: A+

Scenario 1: 5-yr Extended Maturity with Capitalized Interest and \$1.7M New Money

Scenario 2: 8-yr Extended Maturity with Capitalized Interest and \$1.7M New Money

Scenario 3: 9-yr Extended Maturity with \$1.7M New Money

Scenario 4: 9-yr Extended Maturity

	Current	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Debt Service/Net Cash Flow					
Date					
6/1/2014	\$ 1,852,805.00	\$ 934,992.69	\$ 685,023.22	\$ 644,060.49	\$ 561,929.38
6/1/2015	1,851,570.00	899,991.22	635,048.40	640,679.50	560,594.00
6/1/2016	1,856,400.00	914,971.80	645,030.86	644,358.50	559,640.50
6/1/2017		1,062,985.50	843,270.50	771,482.50	562,301.50
6/1/2018		1,071,710.50	843,205.50	778,257.50	557,641.50
6/1/2019		1,068,313.00	846,790.50	773,680.00	562,229.00
6/1/2020		1,066,500.50	847,815.50	772,042.50	560,129.00
6/1/2021		1,070,500.50	845,805.50	772,822.50	561,179.00
6/1/2022			845,766.50	775,870.50	560,229.50
6/1/2023			842,907.00	771,332.00	562,517.50
6/1/2024			842,643.00	769,754.00	558,117.50
6/1/2025				776,141.00	557,363.00
	\$ 5,560,775.00	\$ 8,089,965.71	\$ 8,723,306.48	\$ 8,890,480.99	\$ 6,723,871.38



Meeting Date: 7 / 16 / 13

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

Prepared By: James Cameron *J.C.*Agenda Item No. J-3Reviewed By: City Manager *[Signature]*City Attorney *SMF*Finance *J.C.*

Other (Specify) _____

DATE: July 10, 2013**TO:** City Council**FROM:** James Cameron *James Cameron*
Chief Financial Officer**SUBJECT:** FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Adoption**RECOMMENDATION**

1. That 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.
2. That the Board of Commissioners of the Housing Authority adopt a resolution approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.

DISCUSSION

Since February of 2013, twelve 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
City Manager and City Council Presentations	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. 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.

On July 9, the City Council and the Housing Authority held a Public Hearing on the FY 2013-14 Budget.

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. Several adjustments have been made to the Recommended Budget, 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

CITY MANAGER'S OFFICE

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Oxnard, CA 93030
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Fax (805) 385-7595
www.ci.oxnard.ca.us



June 4, 2013

TO: Mayor and City Councilmembers
Housing Authority Commissioners
Successor Agency to the Community Development Commission Members

FROM: Karen R. Burnham, Interim City Manager

SUBJECT: *Recommended Two Year Operating Budget for FYs 2013-14 and 2014-15*

The Budget Team and associated City staff are pleased to present the FYs 2013-14 and 2014-15 Recommended Two-year Operating Budget to the City Council. 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 funding issues that require 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. Finally, Council has expressed an interest in funding several new programs as well as increasing maintenance and repair of City roads and alleys. These are all issues that are recommended for discussion in budget study sessions scheduled prior to consideration for adoption.

The FY 2013-14 operating budget is recommended at \$364.7 million, an increase of \$16.6 million from the prior fiscal year. The FY 2014-15 operating budget is proposed at \$426.1 million, an increase of \$61.4 million. The recommended budget consists of:

	<u>FY 2013-14</u>	<u>FY 2014-15</u>
General Fund	\$108,446,000	\$111,477,000
Measure O ½ Cent Sales Tax	6,416,642	6,416,642
Special Revenue Funds	27,643,136	27,675,745
Other Governmental Funds	14,165,741	14,222,495
Enterprise Funds	97,235,326	97,363,082
Housing Authority	24,328,439	24,328,439
Internal Service Funds	26,310,703	26,310,703
Capital Improvements	26,032,159	84,124,800
Debt Service	34,157,848	34,157,848
Total Recommended Budget	\$364,735,994	\$426,076,754

Attachment No. 1
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The Capital Improvements will be presented as part of the Five-year Capital Improvement Program with the first two-years approved by Council included in the final budget for adoption. 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.

Budget Development

This year the City Council expressed an interest in holding a series of study sessions on key issues that would impact the two-year budget. Between February and June of 2013, seven 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

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.

During the month of June, the following study sessions are planned

Budget Overview and Department Presentations	June 11, 2013
Department Presentations (continued)	June 18, 2013
Budget Wrap-up	June 25, 2013

It is anticipated that the final budget hearing and consideration for adoption incorporating Council direction provided during the June study session, will be in mid-July.

The recommended budget is based on two primary drivers, economic trends and salary adjustments approved in various employee agreements. While revenues are anticipated to grow compared to the current year based on economic trends, at least for the General Fund, revenues will actually be slightly under the current year budget. Enterprise revenues are based on current rates, with the exception of Wastewater which includes a 6% increase in October as approved by Council. The need for future enterprise rate increases will be reviewed during FY 2013-14 for possible adjustments in FY 2014-15 to meet requirements for replacement of aging infrastructure. Additional information on economic trends will be presented in a later section.

In FY 2009-10, the Council approved Memoranda of Understanding (MOUs) for various employee groups covering two prior years and three future years for a combined five year period. While the same salary adjustments of 0% in FYs 2009-10 and 2010-11, and increases of 2% effective January 2012, 3% January 2013, and 3% January 2014 were offered to all represented employee groups, only OPOA, Fire, and IUOE accepted. SEIU did not accept the agreement; however, Council approved a 1.5% agreement in FY 2012-13. Mid-managers and confidential employees have not received increases since 2008 nor have upper management unless covered by separate employment contracts. The cost of the current MOUs in FY 2013-14 is \$1.6 million to the General Fund and \$2.3 million in total including the impact of the prior mid-year adjustment (January 2013) and half the cost of the January 2014 increase.

As previously stated, the recommended budget continues the balancing strategies of the prior year. This includes management of vacant positions, which includes ongoing review of vacant positions and reflects the lag time in filling vacant positions. This is particularly true in the case of Police where, recruiting and training qualified officers is both challenging and time consuming. Even recruitment of non-public safety positions has been difficult, especially attracting candidates with the skills needed to effectively serve the City. A list of vacant positions incorporated in the budget recommendations can be found in attachment A.

New Programs and Challenges

While Council has expressed an interest in funding several new programs and initiatives, there are several challenges involving existing funds and resulting from new Federal mandates. Two key areas discussed in the April study session were the Performing Arts and Convention Center (PACC) and the Golf Course enterprise funds. In addition, the Federal Affordable Care Act (ACA) will impact the health care budget depending on decisions regarding temporary limited benefit employees (LBEs). The potential options and impacts of the ACA are still being developed for future Council consideration. Finally, reduced Federal funding, primarily from the Housing and Urban Development Department (HUD), and limitations on Redevelopment Property Tax Trust Fund (RPTTF) allocations for administrative costs of the CDCSA are yet to be determined.

The PACC is heavily subsidized at close to \$1 million by the General Fund. Over the last five years, operating and equipment replacement costs of the PACC have exceeded event revenues and the budgeted subsidy, resulting in \$1.5 million cumulative imbalance. Because of the financial performance of the PACC it is highly questionable that it can continue as an enterprise fund. The PACC had been operated under an agreement with Oxnard Performing Arts Center; however, this agreement has expired. In addition, the PACC Director recently retired and has not been replaced. This is an opportune time to bring the PACC under the direct management of the City with full Council oversight, not currently in place. If approved, this change would have a limited impact on the General Fund budget; however, addressing the \$1.5 million imbalance will impact the City's operating fund balance.

The Golf Fund has also experienced an imbalance due to economic and market challenges. Although River Ridge Golf Club is well managed and is considered a top public course in the County, golf play is significantly below projections that supported the expansion of the course in

2008. Over the years, the Golf fund has received varying subsidies from the General Fund; however, between 2008 and 2011, the Golf fund had adequate balances to cover most of its costs, including debt service on the original bond issuance. In FY 2011-12, the Golf fund ended the year with a \$1.7 million cash imbalance and for FY 2012-13, the Council had approved a \$1.3 million loan from the Water Enterprise Fund. Once the original bonds are fully paid in FY 2015-16, the Golf fund will be in a much stronger position. Bridging that gap is the challenge. Staff is evaluating a refinancing option that will address the existing and future shortfalls.

The recommended budget includes limited General Fund budget supporting HUD programs and CDCSA administrative and program costs. The recommended budget includes \$193,492 for administrative costs of CDBG, HOME, and other Housing Authority costs. While the Housing Authority anticipates a 10% reduction in HUD funding, final amounts will not be known until September 2013. Regarding CDCSA, \$386,591 is recommended for administration and other costs such as the Summer Concerts at Heritage Square. This is almost a 50% reduction from the prior year. While some of these costs may be recovered from RPTTF project allocations, because all allocations are approved on a six month basis by the California Department of Finance, the amount is highly uncertain.

Council has expressed interest in funding several new programs and initiatives. The following are items communicated to staff over the last several months:

Beach Life Guards \$811,100 first year and \$403,900 annually to fund a Marine Safety Officer and 39 seasonal life guards and junior life guard program. 9 lifeguard towers from Memorial Day to Labor Day.

Street Maintenance \$4 million annual preventative maintenance program and \$70 million major repair of streets plus \$46 million alleyways.

Parks Development \$48.6 million plus \$2.4 million annual cost for College Park Phase 2, East Village Park, Sports Park, Campus Park, and Southwest Community park.

Code Compliance \$200,000 previously funded from CDBG.

Utility Assistance Program \$200,000 utility payment to eligible low-income customers.

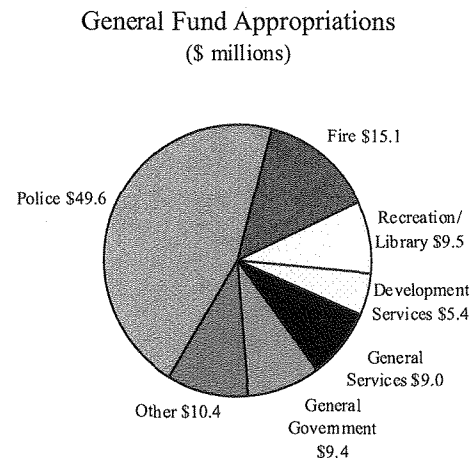
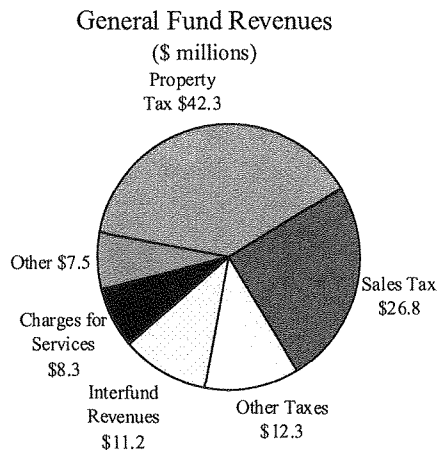
These new initiatives would likely be restricted to General Fund or Measure O funding. Given current commitments, available funding is limited unless Council chooses to eliminate or reduce programs or services currently funded from either of these sources.

Issuance of Bonds for capital projects would depend on the specific repayment source. If Measure O were used for repayment, the finance term would be limited to 15 years and would be rated as a general obligation lease revenue bond or Certificate of Participation (COP), both of which require an existing asset as collateral and a reserve fund. A voter approved General Obligation Bond could be issued for up to 30 years and would not require collateral or reserve fund. Even if bond funded, the ongoing operating and maintenance costs would have to be committed from either the General Fund or Measure O.

General Fund

The recommended FY 2013-14 general fund budget of \$108.4 million represents a decrease of \$0.3 million from the FY 2012-13 adopted budget. The FY 2013-14 budget includes approved salary increases of \$1.6 million based on approved agreements as well as step increases of approximately \$0.3 million. These increases are offset by additional vacancy management savings and savings due to recruitment challenges.

The change in revenues reflects an improving economy with increased tax revenues offset by lower charges for services and elimination of the one-time use of fund balance to offset the State's take away of the vehicle license fee. Property and Sales taxes are projected to increase \$1.7 million and \$1.5 million respectively, with other taxes increasing \$0.3 million. The largest component of the decrease in charges for services is internal charges between departments and funds for support of capital projects, a reduction of \$2.1 million. This is in part driven by completion of major projects and \$1 million that was the result of the transfer of public works project staff to specific funds with an offsetting expenditure savings. The other reduction was a one-time \$0.7 million use of fund balance in place of vehicle license fees used by the State to balance its budget. The following charts summarize the revenues and expenditures recommended for FY 2013-14.



Economic Trends and Revenue Impact

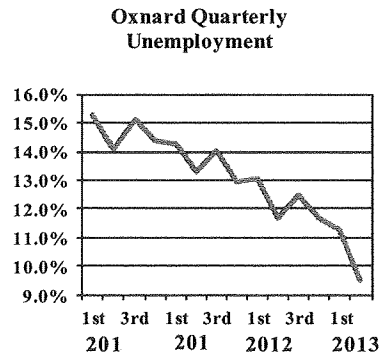
As noted previously, the economy continues to impact the budget. Even though National GDP measures have recovered from a negative 6.4% in the first quarter of 2009, it has averaged just over 1.75 % over the last nine quarters, with significant variation. First quarter 2012 GDP growth was 2.5%; however calendar year 2013 growth is predicted by the International Monetary Fund to only be 1.85% increasing

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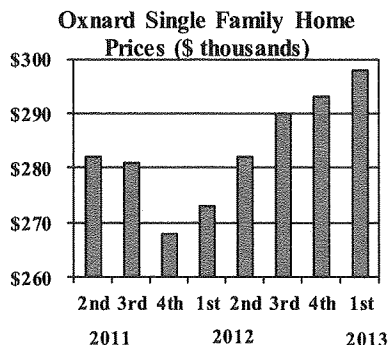
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2.95% in 2014 with similar rates projected by the Organization for Economic Cooperation and Development (OECD).

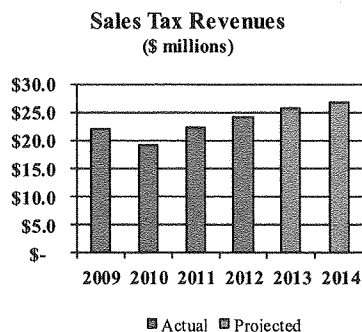


On a positive note, unemployment, while still higher than national figures, has been declining steadily. The chart to the left depicts Oxnard unemployment trends which have fallen from 15.6% to 9.5% in April. Unemployment is an important measure for predicting sales tax revenues and while improving, is still high compared to historical levels.

Like many cities, Oxnard experienced significant revenue reductions due to the recession in FYs 2008-09 and 2009-10. Recent economic growth, while not strong, has resulted in just over 3% General Fund revenue growth in FYs 2011-12 and 2012-13 after adjusting for one-time items. Slightly lower growth is projected for FY 2013-14 at about 2.5%, increasing to 3% for FY 2014-15.



Property taxes are projected to grow 3% in each of the next two years. Although assessed valuations have not yet been published, valuations grew 1.5% for FY 2012-13. As the chart to the left shows, home prices have grown consistently since the 4th quarter of 2011, with a 9% increase in the 1st quarter of 2013 compared to the prior year.



Sales tax revenues are projected to continue to grow moderately in FY 2013-14 at between 4% and 5%. This compares with 9% in FY 2011-12 and close to 6% in FY 2012-13. As shown above, the employment picture continues to improve as does the housing market, both of which are factors in consumer sentiment. However, there are still potential negative impacts of Federal budget activity or possible worse, inaction.

General Fund Operating Reserve

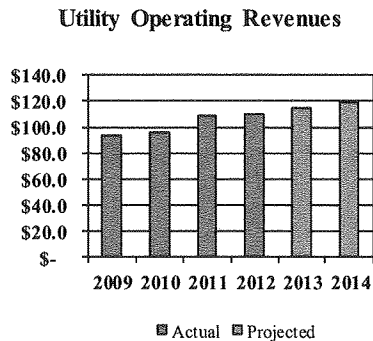
The operating reserve policy states "The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund Operating Budget. The operating reserve shall be

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.”

The City’s General Fund recommended budget is \$108.4 million for FY 2013-14; and 18 percent is \$19.5 million. At the end of FY 2011-12, the General Fund Operating Reserve was \$15.7 million, which was 14% of FY 2011-12 operating expenses. To temporarily offset the State’s take away of vehicle license fees, Council recommended an appropriation from the general fund reserve in the amount of \$745,000 in FY 2012-13, which will reduce the operating reserve to approximately \$15 million with the percentage remaining at 14%.

Enterprise Funds

With the exception of FY 2011-12, City Council has consistently adjusted enterprise fund rates to meet anticipated financial needs of the Water, Wastewater, and Environmental Resource utilities. Mid-year rate adjustments during FY 2012-13 result in higher revenues in FY 2013-14; which reflects the full year impact of those adjustments. Enterprise funds have been subjected to the same rigorous cost cutting measures as other operating funds, in order to hold down costs.

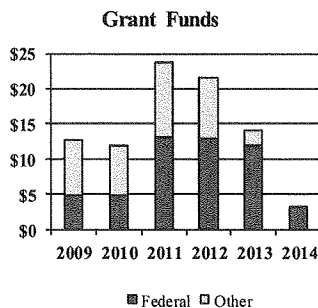


Utilities are capital intensive activities that require a long-term approach to improving and maintaining infrastructure. In the case of water and wastewater, treatment facilities and pipelines must be maintained or upgraded. Environmental Resources vehicles and equipment must be replaced to avoid increasingly expensive maintenance and to take

advantage of alternative fuels to reduce costs.

Every year, rates must be evaluated in terms of debt coverage requirements in existing bond covenants as well as meeting ongoing operating costs. Taking a long-term approach, recommended rates are designed to avoid significant variations in future rate adjustments.

Federal and State Funds



Federal and non-federal grant funding fluctuate from year to year depending on available funding and programming needs that are eligible for Federal, State, and other agency grants. During the fiscal year, grants may be awarded to the City, which may not be reflected in the recommended and adopted budgets. Over the last several years, the American Reinvestment and Recovery Act provided a total of \$34 million, primarily for capital improvements that are not reflected here. The increase in FY 2010-11 was for both Federal and State Transportation Grant reimbursements, primarily for the Rice Avenue – Highway 101 project. Reductions to Federal Housing and Urban Development (HUD)

grants are incorporated in the recommended budget; however, until the Federal budget is approved, the full impact will not be known.

Internal Service Funds

The City uses several internal service funds (ISFs) to provide services between departments. In conformance with accounting standards, the City strives to maintain internal fees at levels adequate to meet annual costs without creating excess cash balances. Over the last several years, these fees have been adjusted to reflect the cost structures of the ISFs and excess cash balances returned to major funds based on the original contributions. Cash balances at the end of FY 2011-12 were as follows:

Public Liability Fund	\$5.0 million
Workers' Compensation Fund	\$7.7 million
Information Systems Fund	\$2.4 million
Utility Customer Service	\$0.5 million
Facilities	\$0.5 million

These balances are adequate to cover current and anticipated claims in the case of Public Liability and Workers' Compensation funds.

Capital Improvement Program

A Five-Year Capital Improvement Program (CIP) will be presented to Council during the month of June 2013. Project funding approved through the CIP review will be included in the FYs 2013-14 and 2014-15 appropriations for adoption.

Measure O ½ cent Sales Tax

In November of 2008, the community approved the Measure O ½ cent sales tax. Through community surveys and discussions with the City Council, various priority areas have been identified, including the City's approved priorities for clean, safe, prosperous, and attractive neighborhoods. Similar priorities were identified in several surveys. In April 2011 City Council held a Study Session to discuss long-term Measure O funding. Based on the previous community surveys and input from the community and City Council, staff presented a preliminary list of projects and programs to assist City Council in reviewing and discussing long-term funding options. City Council conceptually approved a funding allocation based on community input and City Council priorities.

During the first three years of the Measure O program, \$48.4 million has been approved by City Council. This funded \$19.1 million for Public Safety and Gang Prevention/intervention including Fire Station 8 at College Park, the Public Safety Computer Aided Dispatch and Records Management System (CAD/RMS), 16 police officers to enhance community policing, the City Corp Townkeepers program; \$2.3 million for Recreation, Youth, and Senior Programming; \$15.6 million for Parks and Open Space, including construction of Phase 1C at College Park and design for various other parks; and \$11.4 million for Traffic and Road Improvements, including

Recommended Two Year Operating Budget for FYs 2013-14 and 2014-15

June 4, 2013

the Intelligent Traffic System, and improvements to Del Norte Blvd and Tierra Vista Neighborhood.

The recommended budget for FY 2013-14 includes \$6.4 million of new funding for ongoing costs of approved programs. These programs are listed in attachment B.

Conclusion

The FYs 2013-14 and 2014-15 Recommended Operating Budget provides a financial plan for the City over the next two years. This budget sets forth a plan in which community services are the highest priority and ensures that the City provides effective leadership in achieving the City Council's goals, objectives, and top priorities. Because economic growth continues to lag and with the additional cost of approved employee MOUs, the City has not been able to add back difficult reductions made in prior years. The Recommended Operating Budget has been prepared through the efforts of employees throughout the City.



Karen R. Burnham
Interim City Manager

ATTACHMENT A

Fiscal Year 2013-14 Vacancy Management

General Fund	Number of Full-Time Equivalents
Community Development Commission (CDC)	
REDEVELOPMENT SERVICES MANAGER	1
CDC Total	1
City Attorney	
ASSISTANT CITY ATTORNEY	1
DEPUTY CITY ATTORNEY II	1
City Attorney Total	2
City Clerk	
ASSISTANT CITY CLERK	1
City Clerk Total	1
City Manager	
EXECUTIVE ASSISTANT II	1
LEGISLATIVE AFFAIRS MANAGER	1
MANAGEMENT ANALYST III	1
NEIGHBORHOOD SVC'S COORDINATOR	1
City Manager Total	4
City Treasurer	
CODE COMPLIANCE INSPECTOR II	1
City Treasurer Total	1
Development Services	
ASSISTANT PLANNER	1
ASSOCIATE PLANNER	1
BUILDING INSPECTOR II	1
CIVIL ENGINEER	1
DEVELOPMENT SVCS MANAGER	1
JUNIOR PLANNER	1
OFFICE ASSISTANT I	1
OFFICE ASSISTANT II	4
PLAN CHECK ENGINEER	1
Development Services Total	12
Finance	
ACCOUNT CLERK I	0.5
CUSTOMER SERVICE REP II	1
Finance Total	1.5
General Services	
GROUNDWORKER I	3
OFFICE ASSISTANT I	1
SR GROUNDWORKER	2
SR TREE TRIMMER	1
TREE TRIMMER I	2
TREE TRIMMER II	1
General Services Total	10

Recommended Two Year Operating Budget for FYs 2013-14 and 2014-15
June 4, 2013

Human Resources	
EMPLOYEE RELATIONS COORDINATOR	1
SR RECRUITMENT COORDINATOR*	1
Human Resources Total	2
Library	
LIBRARIAN I	2
LIBRARIAN III	1
LIBRARY AIDE I	0.5
LIBRARY AIDE II	0.5
LIBRARY SERVICES SUPERVISOR	1
OFFICE ASSISTANT I	1
SYSTEMS ANALYST III	1
Library Total	7
Police	
ASSISTANT POLICE CHIEF	1
COMMUNITY SERVICE OFFICER*	2
CRIMINALIST*	1
CROSSING GUARD	2.5
DATA ENTRY OPERATOR I	1
DATA ENTRY OPERATOR II	0.5
POLICE WORD PROCESSOR II*	1
PROGRAMMER ANALYST	1
SR CODE COMPLIANCE INSPECTOR	1
Police Total	11
Public Works	
ADMINISTRATIVE ASSISTANT	1
ADMINISTRATIVE SECRETARY III	1
OFFICE ASSISTANT II	1
PUBLIC WORKS DIRECTOR	1
STREET MAINT WKR I	1
Public Works Total	5
Recreation	
ADMINISTRATIVE TECHNICIAN	1
LEISURE AND RECREATION SUPT	1
MANAGEMENT ANALYST I	1
RECREATION SUPERVISOR	1
RECREATION/HUMAN SERV COORD	1.5
RECREATION/HUMAN SERV LDR III	1.75
Recreation Total	7.25
General Fund Total	64.75
Internal Service Funds	
Facilities	
CUSTODIAN	2
MAINTENANCE CARPENTER	1
SR CUSTODIAN	1
Facilities Total	4
Fleet	
FLEET SERVICES MECHANIC I	2
FLEET SERVICES OPERATIONS MGR	1
Fleet Total	3

Recommended Two Year Operating Budget for FYs 2013-14 and 2014-15
June 4, 2013

Info Systems	
COMPUTER NETWORK ENGINEER II	1
COMPUTER OPERATOR	2
SYSTEMS ANALYST III	1
Info Systems Total	4
Internal Service Fund Total	11
State Gas Tax	
Public Works	
ADMINISTRATIVE TECHNICIAN	1
SR STREET MAINT WORKER	2
Public Works Total	3
State Gas Tax Fund Total	3
Total	78.75

* Vacancy for 6 months

ATTACHMENT B
Fiscal Year 2013-14 Measure O Appropriations Summary

Parks & Open Space

College Park Operational	600,000	
Comm Center Snack Bar	5,000	
Del Sol Track	5,000	
Durley Park Annual Operational	5,000	
Total recommended Parks & Open Space		615,000

Public Safety & Gang Prevention / Intervention

City Corps Townkeeper	550,000	
Enhanced Community Policing - Ongoing	2,033,460	
Fire Engine Replacement	169,182	
Police CAD/RMS	800,000	
Total recommended Public Safety & Gang Prevention / Intervention		3,552,642

Recreation & Youth Programming

Community Based Organization Contributions	150,000	
Day at the Park - Special Needs	12,000	
Homework Center at Main Library	30,000	
Library - WiFi	2,000	
Mobile Activity Center Services	30,000	
PAL	200,000	
Preschool To You Enhancement	135,000	
Senior Nutrition Program Enhancement	40,000	
Total recommended Public Safety & Gang Prevention / Intervention		599,000

Traffic & Road Improvement

Alley & Roadway Repair	500,000	
ITS (annual software maint)	100,000	
Parking Lot / Alley Maint.	1,000,000	
Total recommended Traffic & Road Improvement		1,600,000

Other Community Improvements

Spanish Language Interpretation	50,000	
Total recommended Other Community Improvements		50,000
FY 2013-14 Measure O Recommended Budget		6,416,642

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:

<u>GENERAL FUND</u>	<u>FY 2013-2014 Budget</u>
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	<u>\$ 100,499,370</u>

<u>Non-Departmental</u>	<u>FY 2013-2014 Budget</u>
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	<u>\$ 7,946,630</u>

TOTAL GENERAL FUND \$ 108,446,000

<u>INTERNAL SERVICE FUNDS</u>	<u>FY 2013-2014 Budget</u>
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	<u>8,797,905</u>

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

<u>SPECIAL FUNDS</u>	<u>FY 2013-2014 Budget</u>
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 FUNDSFY 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 – Orbelá	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

<u>SPECIAL FUNDS</u>	<u>FY 2013-2014 Budget</u>
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

<u>ENTERPRISE FUNDS</u>	<u>FY 2013-2014 Budget</u>
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 16th day of July, 2013, by the following vote:

AYES:

NOES:

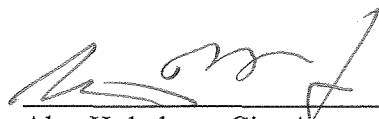
ABSENT:

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

Resolution No.

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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

Resolution No.

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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

Resolution No.

Page 5

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
Groundswoker 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 Groundswoker		2
	Total	15.15
Street Trees & Medians		
Groundswoker I/II (or Maintenance Worker Trainee)		3
Parks Maintenance Supervisor		1
Senior Groundswoker		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
Groundswoker 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 Groundswoker		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
Groundswoker 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 Groundswoker	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

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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

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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

Resolution No.

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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	1
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	
Groundswoker 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		
Groundswoker 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 16th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

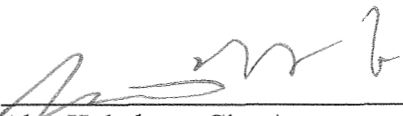
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Per 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 16th 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 OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2013**

Class Title	Salary Range	Class Title	Salary Range
Account Clerk I	A 14	City Attorney	Contract
Account Clerk II	A 20	City Clerk	E 3
Account Clerk III	A 27	City Council Member	Ordinance
Accountant I	A 63	City Manager	Contract
Accountant II	A 80	City Surveyor	M 34
Accountant II (C)	C 80	City Treasurer	E 3
Accounting Manager	M 48	Civil Engineer	A 97
Accounting Technician	A 45	Code Compliance Inspector I	B 96.00
Accounting Technician (C)	C 67	Code Compliance Inspector II	B 106.00
Administrative Assistant	A 61	Code Compliance Manager	M 40
Administrative Assistant (C)	C 70	Communications Manager	M 36
Administrative Legal Assistant (C)	C 70	Communications Training Coordinator	P 76
Administrative Legal Secretary I	C 25	Community Affairs Manager	M 38
Administrative Legal Secretary II	C 35	Community Facilities Manager	M 48
Administrative Legal Secretary III	C 50	Community Outreach & Production Specialist	M 22
Administrative Secretary I	A 12	Community Service Officer	A 34
Administrative Secretary I (Conf)	C 15	Community Services Manager	M 29
Administrative Secretary II	A 19	Compliance Services Manager	M 29
Administrative Secretary II (Conf)	C 30	Computer Network Engineer I	A 32
Administrative Secretary III	A 26	Computer Network Engineer II	A 49
Administrative Secretary III (Conf)	C 40	Computer Network Engineer III	A 78
Administrative Services Assistant (C)	C 70	Computer Operator	A 49
Administrative Technician	A 36	Construction & Maintenance Engineer	M 66
Administrative Technician (C)	C 60	Construction Inspector I	B 104.50
Animal Safety Officer	B 74.00	Construction Inspector II	B 114.50
Assistant City Attorney	M 88	Construction Project Coordinator	A 61
Assistant City Clerk	M 11	Container Service Worker	B 74.00
Assistant City Manager	E 11	Controller	M 62
Assistant City Treasurer/Revenue Accounting Manager	M 48	Crime Analysis Data Technician	A 34
Assistant Civil Engineer	A 93	Crime Analyst I	A 48
Assistant Fire Chief	P S2	Crime Analyst II	A 64
Assistant Planner	A 69	Criminalist	A 91
Assistant Police Chief	P S6	Crossing Guard	A 00
Assistant Traffic Design Engineer	A 93	Cultural Arts Supervisor	M 11
Assistant Traffic Engineer	A 93	CUPA Coordinator	M 44
Associate Planner	A 83	Custodial Supervisor	M 14
Associate Traffic Design Engineer	A 97	Custodian	B 48.00
Battalion Chief	P S1	Customer Service Accounting Technician	A 45
Budget Manager	M 62	Customer Service Representative I	A 14
Building Inspector I	B 104.50	Customer Service Representative II	A 20
Building Inspector II	B 114.50	Data Entry Operator I	A 14
Buyer	A 40	Data Entry Operator II	A 20
Chemist	A 72	Deputy Building Official	M 74
Chief Financial Officer	E 8	Deputy City Attorney I	M 48
Chief Operator	M 32	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	Class Title	Salary Range
Design & Construction Services Manager	M 83	Graffiti Action Coordinator	B 99.00
Development Services Director	E 9	Grants Coordinator	M 36
Development Services Manager	M 87	Grants Specialist I	A 63
Disaster Preparedness Coordinator	M 44	Grants Specialist II	A 80
Drafting/Graphics Technician I	A 41	Groundsworker I	B 60.00
Drafting/Graphics Technician II	A 57	Groundsworker II	B 70.00
Electrical Inspector	B 126.50	Homeless Assistance Program Coordinator	M 29
Electrician/Instrumentation Technician	B 112.25	Housing Contract Administrator	A 61
Emergency Medical Services Coordinator	M 44	Housing Director	E 8
Employee Relations Coordinator (C)	C 67	Housing Engineer	A 89
Environmental Resources Superintendent	M 66	Housing Financial Officer	M 48
Engineer	A 97	Housing Inspector	B 79.00
Engineering Technician I	A 41	Housing Maintenance Superintendent	M 38
Engineering Technician I/Survey Crew	A 41	Housing Maintenance Supervisor	M 14
Engineering Technician II	A 57	Housing Modernization Superintendent	M 38
Engineering Technician II/Survey Crew	A 57	Housing Program Supervisor	M 29
Equipment Operator	B 79.00	Housing Programs Manager	M 51
Event Attendant III (P)	A 36	Housing Rehabilitation Program Manager	M 38
Event Coordinator	A 46	Housing Specialist I	A 44
Evidence Technician I	A 53	Housing Specialist II	A 59
Evidence Technician II	A 68	Housing Specialist Trainee	A 33
Executive Assistant I	C 80	Human Resources Director	E 8
Executive Assistant II	C 85	Human Resources Manager	M 66
Facilities Maintenance Supervisor	M 19	Human Resources Technician (C)	C 70
Facilities Maintenance Worker I	B 62.00	HVAC Technician	B 89.00
Facilities Maintenance Worker II	B 72.00	Instrumentation Technician	B 112.25
Financial Analyst I	M 14	Junior Civil Engineer	A 85
Financial Analyst II	M 22	Junior Planner	A 52
Financial Analyst III	M 29	Laboratory Assistant	A 40
Financial Services Manager	M 48	Laboratory Supervisor	M 26
Fire Captain	F 124.00	Laboratory Technician	A 56
Fire Chief	E 10	Law Office Manager	M 19
Fire Engineer	F 109.00	Legislative Affairs Manager	M 40
Fire Environmental Specialist I	F 96.00	Leisure and Recreation Superintendent	M 48
Fire Environmental Specialist II	F 109.00	Librarian I	A 47
Fire Inspector	F 109.00	Librarian II	A 62
Firefighter	F 96.00	Librarian III	A 79
Fleet Services Maintenance Worker	B 61.00	Library Aide I	A 15
Fleet Services Manager	M 44	Library Aide II	A 21
Fleet Services Mechanic I	B 99.00	Library Aide III	A 28
Fleet Services Mechanic II	B 104.00	Library Circulation Supervisor	M 14
Fleet Services Mechanic Supervisor	M 16	Library Director	E 6
Fleet Services Operations Manager	M 19	Library Services Supervisor	M 26
Geographic Information Systems Coordinator	M 51	Literacy Coordinator	A 47
Geographic Information Systems Technician I	A 50	Mail Clerk	A 15
Geographic Information Systems Technician II	A 70	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 55	Senior Animal Safety Officer	B 84.00
Police Financial Manager	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 Groundsworke	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	Class Title	Salary Range
Senior Plans Examiner	A 87	Wastewater Collections Operator II	B 79.00
Senior Police Service Officer	P 77.00	Wastewater Collections Supervisor	M 14
Senior Street Maintenance Worker	B 86.00	Wastewater Environmental Specialist	B 111.00
Senior Recruitment Coordinator	C 75	Wastewater Maintenance Manager	M 32
Senior Traffic Service Assistant	A 16	Wastewater Maintenance Supervisor	M 19
Senior Tree Trimmer	B 86.00	Wastewater Mechanic I	B 89.00
Senior Wastewater Collections Operator	B 86.00	Wastewater Mechanic II	B 99.00
Senior Wastewater Environmental Specialist	B 116.00	Wastewater Operations Manager	M 32
Senior Wastewater Mechanic	B 104.00	Wastewater Operator I	B 82.00
Senior Wastewater Operator	B 105.25	Wastewater Operator II	B 92.00
Senior Water Distribution Operator	B 80.00	Wastewater Operator III	B 97.00
Senior Water Treatment Operator	B 106.00	Wastewater Operator-In-Training	B 67.00
Sex Registrant Specialist	A 34	Wastewater Superintendent	M 66
Solid Waste Compliance Specialist	B 94.00	Water Conservation/Outreach Coordinator	B 114.50
Solid Waste Equipment Operator II	B 74.00	Water Conservation/Outreach Technician	B 59.00
Solid Waste Supervisor	M 19	Water Distribution Operator I	B 64.00
Solid Waste Transfer Operator	B 84.00	Water Distribution Operator II	B 74.00
Source Control Inspector II	B 100.50	Water Regulatory Compliance Coordinator	B 114.50
Source Control Technician	B 99.00	Water Regulatory Compliance Technician I	B 94.00
Special Assistant to City Manager	M 66	Water Regulatory Compliance Technician II	B 104.00
Street Maintenance Worker I	B 59.00	Water Resources Manager	M 66
Street Maintenance Worker II	B 69.00	Water Treatment Operator I	B 86.00
Streets Manager	M 44	Water Treatment Operator II	B 91.00
Supervising Building Inspector	M 40	Water Treatment Operator III	B 96.00
Supervising Civil Engineer	M 74	Word Processor I	A 23
Systems Administrator	M 62	Word Processor II	A 30
Systems Analyst I	M 29	Word Processor III	A 38
Systems Analyst II	M 40	Workers' Compensation Manager	M 48
Systems Analyst III	M 51	Workers' Compensation Specialist (C)	C 69
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		

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 XIIIIB 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.

Resolution No.
Page 2

PASSED AND ADOPTED on this 16th 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
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 POLICY

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 components 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 16th 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:

<u>Programs</u>	<u>FY 2013-2014 Budget</u>
Public Housing	\$ 7,265,803
Rental Assistance – Section 8	<u>17,062,636</u>
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 16th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



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:

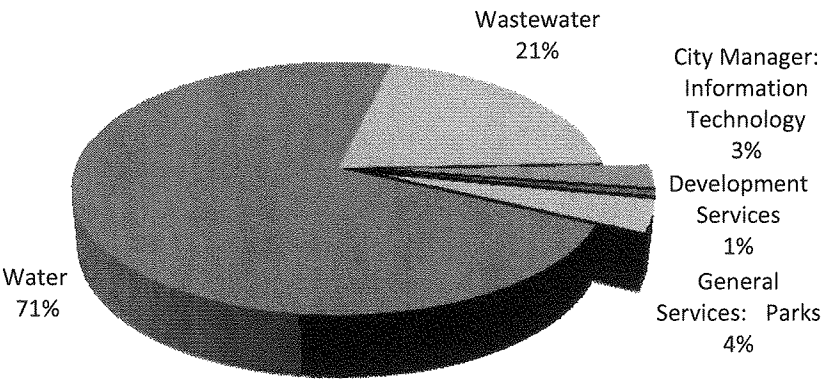
- Costs for acquisition of land or interests in land
- Construction of buildings or other such structures including additions, major alterations or rehabilitation
- Construction or reconstruction of streets or utility lines
- Acquisition and/or installation of fixed equipment
- Studies requiring the 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

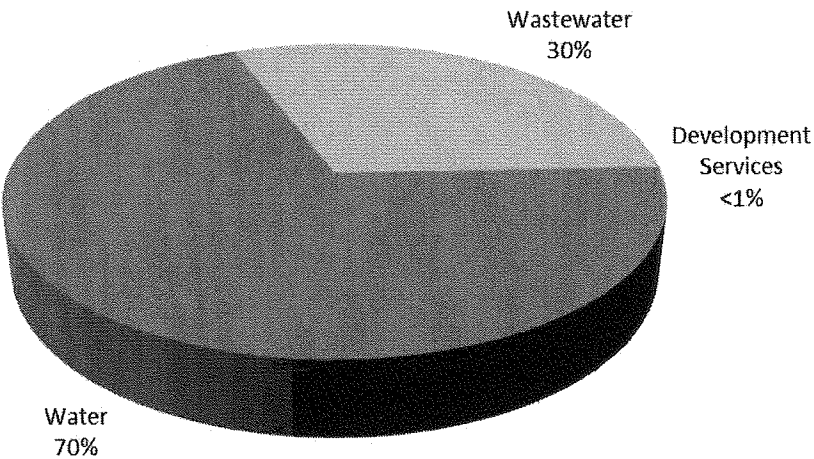
As shown in the following graph, 92% of the recommended budget for FY 2013-14 is in Utility Programs. City Manager projects are for the Information Technology Internal Service Fund (ISF).

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 I	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 Reconstruction	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

ACTION

- ☐ Approved Recommendation
☐ Ord. No(s). _____
☐ Res. No(s). _____
☐ Other _____

TYPE OF ITEM

- ☐ Info/Consent
☒ Report
☐ Public Hearing
☐ Other _____

Prepared By: Karl Lawson *KL*Agenda Item No. *K-1*Reviewed By: City Manager *[Signature]*City Attorney *SMF*Finance *[Signature]*

Other (Specify) _____

DATE: July 9, 2013

TO: City Council
 Community Development Commission Successor Agency

FROM: William E. Wilkins, Housing Director *[Signature]*

SUBJECT: Modifications to Promissory Note and Extension of Affordability Period for Villa Solimar Apartments and Cypress Court

RECOMMENDATION

That the City Council provide direction to staff on possible modifications to the terms of the City's Promissory Note, approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue), and for the City's September 10, 2002 Promissory Note for the housing development known as Cypress Court (490 East Pleasant Valley Road, and 5135-5155 Cypress Road).

That the Community Development Commission Successor Agency provide direction to staff on possible modifications to the terms of the Community Development Commission Successor Agency's Promissory Note approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue).

DISCUSSION

Villa Solimar Apartments and Cypress Court are two affordable housing developments located in the City, owned and operated by Cabrillo Economic Development Corporation (CEDC), a non-profit housing provider. Villa Solimar is a 32-unit complex, located at 904-930 Donlon Avenue, which was constructed in 1994. Cypress Court, a four-unit development which since 2002 has provided housing for special needs families, is located at the corner of East Pleasant Valley Road and Cypress Road.

The City of Oxnard and the former Community Development Commission (CDC) participated in the financing and development of both projects in order to increase the supply of affordable housing for Oxnard's low-income and special needs households. The sources of the financing were City-disbursed federal HOME funds and CDC funds.

In 1994, two loans were provided to Villa Solimar, in the amounts of \$400,000 and \$405,000, by the City and CDC respectively. Under its terms, approved by City Council on September 1, 1994, the \$400,000 City loan bears an interest rate of 7%, and contains a thirty-year affordability restriction (i.e., through the year 2024). The \$405,000 CDC loan (approved by the former Community Development Commission on September 1, 1994) is also for thirty years, and has an interest rate of 6.35%. Interest payments are determined payable based on annual residual receipts. As of June 30, 2013, the total accrued interest is \$947,971.45. Over the years, Villa Solimar has remitted \$119,792 in interest payments, in accordance with the residual receipt methodology.

The \$162,000 loan for the Cypress Court project did not involve any CDC funding, and bears a 7% interest rate, with a thirty-five year term (i.e., through the year 2037). As of June 30, 2013, total accrued interest is \$125,982.74. However, pursuant to the terms of that loan, Cypress Court is not required to make any periodic interest payments to the City, and all interest payments are waived if there is no transfer or re-finance prior to the year 2032. The loan document also permits the City to waive all interest if there is a transfer or re-finance prior to 2032.

Villa Solimar has not had any substantial rehabilitation since it opened in 1995. Cypress Court was originally constructed in 1950, and was last rehabilitated in 2003. CEDC has determined that the two projects are in need of substantial rehabilitation, and has developed a plan to re-structure the operation in order to finance the rehabilitation.

The first element in that re-structuring plan involves obtaining state bond financing. On June 11, 2013, a Tax Equity and Financial Responsibility Act ("TEFRA") hearing was conducted before the City Council, as a pre-requisite to CEDC's application for the issuance of multi-family housing revenue bonds, which has been submitted to the California Municipal Finance Authority. On June 21, 2013, the California Tax Credit Allocation Committee (TCAC) formally notified the City Manager that the Housing Tax Credit application had been received, and transmitted the project description to the City. The TCAC letter and project description is included as Attachment No. 1 hereto.

The second element of CEDC's re-structuring plan is a June 23, 2013 request from CEDC to the City to modify loans made to Villa Solimar (in 1994) and to Cypress Court (2002). The proposal is as follows:

1. Extension of the affordability period for a new term of 55 years;
2. Reduction in the interest rates on the promissory notes from 6.35% and 7.0% to 3.0%;
3. Subordination of the existing loans to a new construction loan and first mortgage, with approval by the City of the new limited partnership to be formed as the borrower; and
4. Forgiveness of accrued unpaid interest.

CEDC thus seeks a waiver of \$947,971.45 in accrued unpaid interest for Villa Solimar. Under the existing Cypress Court agreement, no accrued unpaid interest is currently payable, and by this proposal, CEDC requests City agreement to not seek payment due to the proposed re-financing. CEDC proposes a new 55-year affordability period, for both projects, which would extend from 2013 to 2068.

The proposed rehabilitation project provides continued viability for the affordable housing stock, and decent safe and sanitary housing for the residents of Villa Solimar and Cypress Court. The extension of the affordability period for the projects guarantees the City with 32 affordable housing units for an

additional 44 years and 4 special-needs affordable housing units for an additional 27 years, beyond the current affordability obligation termination dates for these two projects. This also enhances the City's ability to meet the affordable housing goals set forth in the Oxnard General Plan's Housing Element.

It is also in the best interest of the City, and of the residents of the affordable housing units in Villa Solimar and Cypress Court that the state authorizes the issuance of the multi-family housing revenue bonds that were the subject of the TEFRA hearing of June 11, 2013. CEDC states that the requested waiver and reduction of interest sought herein is the final element in the re-structuring of the projects' financing, and is necessary to enable the rehabilitation projects to move forward.

Acceptance by the City and the Successor Agency of CEDC's request to waive accrued interest and reduce the interest rate on the existing Villa Solimar loans would constitute an offset against potential future interest revenue from the loans issued for that project (depending on whether or not residual receipts are generated in future years). The situation with Cypress Court is somewhat distinct, inasmuch as the existing agreement does not require CEDC to remit any interest payments on any periodic basis, and the fact that the obligation to pay interest on that loan evaporates in 2032 (absent a re-financing in which the City demands payment of the full accrued interest).

Staff has identified the following possible courses of action open to City Council in this matter:

Option #1: Accept the CEDC proposal for reduction in the promissory notes' interest rates, subordination of the City's loans to the new limited partnership's new construction loan and first mortgage, and a new 55-year affordability period for the projects;

Option #2: Reject the CEDC proposal; or

Option #3: Provide additional direction to staff with respect to this matter.

Staff has identified the following possible courses of action open to Community Development Commission Successor Agency in this matter:

Option #1: Recommend the CEDC proposal for reduction in the promissory note's interest rate, subordination of the loan to the new limited partnership's new construction loan and first mortgage, and a new 55-year affordability period for the projects to the Oversight Board and State of California Department of Finance;

Option #2: Reject the CEDC proposal; or

Option #3: Provide additional direction to staff with respect to this matter.

Staff respectfully requests that Council and the Successor Agency evaluate the above options and provide direction to staff in accordance with Council's and Successor Agency's preferences.

FINANCIAL IMPACT

The financial impact on the City and the Community Development Commission Successor Agency of acceptance of Option #1, or of any option that includes a waiver of accrued interest and a reduction in the interest rate, would be a function of the dollar amount of accrued or future interest that would be waived. Inasmuch as future interest payments would be determined by future residual receipts (which are unknown at this time), it is not possible to project with any certainty the actual dollar amount of such action. The positive financial impact of preserving the two developments as part of the City's affordable housing stock, and of retaining them as affordable far into the future, would be a function of future costs the City could incur to create replacement affordable housing units to offset any units lost from these developments.

KL/kl

Attachments:

- #1 - TCAC letter to City Manager, dated June 21, 2013, with attached Project Description
- #2 - Promissory Note for Villa Solimar (City of Oxnard)
- #3 - Promissory Note for Villa Solimar (Community Development Commission)
- #4 - Promissory Note for Cypress Court (City of Oxnard)
- #5 - Proposal from CEDC dated June 23, 2013



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

915 Capitol Mall, Suite 485
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
ctcac@treasurer.ca.gov
www.treasurer.ca.gov/ctcac

MEMBERS

BILL LOCKYER, CHAIRMAN
State Treasurer

JOHN CHIANG
State Controller

ANA J. MATOSANTOS
Director of Finance

EXECUTIVE DIRECTOR
William J. Pavão

June 21, 2013

Karen Burnham
City Oxnard
City of Oxnard
300 W. 3rd St., 4th Floor
Oxnard, CA 93030

Dear Ms. Burnham:

The California Tax Credit Allocation Committee (TCAC) administers both the federal and state Low Income Housing Tax Credit Programs, and we have just received a Housing Tax Credit application for a project located in your jurisdiction. The applicant listed below has sent a formal review request along with an evaluation form to the local reviewing agency. However, federal law requires us to notify you as well, and we welcome any comments you may have. A copy of the project description submitted with the application is attached for your review, and the following information identifies the project:

Applicant:	Cabrillo Economic Development
Project Name:	Villa Solimar
TCAC Project #:	CA-13-861
Project Address:	Villa Solimar 904, 910,920 Donlon Ave. Oxnard, CA 93030
Low Income Units:	35

If you choose to comment, please do so by **July 11, 2013**. You may contact TCAC staff at (916) 654-6340 if you should have any questions in the meantime. I appreciate your attention to this matter and look forward to hearing from you.

Sincerely,


William J. Pavão
Executive Director

ATTACHMENT NO. 1
PAGE 1 OF 6

ATTACHMENT 12

Construction and Design Description

Regulation 10322(h)(11)

Villa Solimar & Cypress Court Apartments provide 36 units of affordable, rental housing, 4 of which are dedicated to special needs people. The development will be a scattered site rehab of two existing CEDC properties in Oxnard, CA. The unit mix includes 1, 2 and 3 bedroom units with the average square footage as follows: 1 BD – 520 SF, 2 BD – 1,055 SF, 3 BD – 1,100 SF. The majority of the units include garages. Villa Solimar includes a community center and lawn area. The planned renovation will make both of these communities more livable and using for the current residents and those in the future.

VILLA SOLIMAR

- Repair damaged masonry fence posts and properly grouts top surface to shed water. Repair damaged pedestrian gates. Paint entire fence and gates with high quality 2 part paint system.
- The trash enclosure doors should have the minor damage repaired, be adjusted and then painted. 2x6 lumber should be installed inside the perimeter to minimize future wall damage.
- Relocate building address numbers to a higher point on the building face to minimize chance that the landscape might obscure them. Trim landscape around project sign to increase visibility.
- Replace the approximately 50% of the garage door openers. These are older openers original to the project.
- Seal coat all three drive aisles and the areas within three feet of the garage doors that open on the city alley to prevent further degradation of the asphalt.
- Install inset concrete splash blocks in the asphalt pavement to limit erosion.
- Remove and replace all damaged concrete walkways after resolving storm water drainage and overwatering issues.
- Install ADA contrasting color striping on all treads on all stairways. Extend accessible concrete pathway to all mailbox locations.
- Redesign and install a combined roof and storm water drainage system for the entire project including on-site retainage to insure water is carried away from the foundations of the buildings.
- Install mulch or bark to all planter beds to lessen the need for watering.
- Redesign and install new irrigation system with corrected zoning and weather sensing controller.
- Remove concrete protrusions in picnic table areas to minimize trip hazards.

ATTACHMENT NO. 1
PAGE 2 OF 6

- Contact the City of Oxnard Department of Public Works in writing requesting repairs for the damaged areas of the sidewalks adjacent to the perimeter of the property.
- Contact the City of Oxnard Department of Public Works to determine when the alley is scheduled for a seal coat.
- Repair exterior stairway that provides access to Unit 930 L and bring into code compliance with regards to tread heights as soon as possible.
- Caulk all railing terminations into stucco walls and paint with a high quality two part paint system.
- Redesign and replace existing roof drainage system to resolve unsafe conditions on walkways, shortened traffic coating life and to provide improved storm water management for the entire site.
- Paint stucco surfaces throughout project with high quality 100% acrylic paint system.
- Remove stored tools and other items to alternative storage so that the community room can be better utilized by residents.
- Install and ADA complaint ramp to provide wheelchair access to the property management office.
- Purchase fire rated flammables cabinet for the maintenance storage room
- Replace existing forced air heating unit in community building with new high efficiency model
- Install new registers and dampers properly connected to existing ductwork in community room building
- Replace mechanical thermostat in community room with programmable setback model for higher efficiency
- Replace all High Pressure Sodium Wall Fixtures with LED Models for increased longevity and reduced operating expense
- Retrofit existing exterior pole mounted lights with LED fixtures for better light direction and operational cost savings
- Install seismic shut off valves on all gas meters
- Repair first floor ceiling water damage after resolving water intrusion from upstairs bathroom.
- Sand, prep and refinish all kitchen cabinets.
- Replace all kitchen counter tops with new high pressure laminate versions
- Test all non-GFI outlets near the kitchen for GFI operation label or replace as appropriate.
- Repair and re-glaze or replace all damaged tubs. Caulk surrounds to eliminate all gaps at surrounding walls.
- Install new shower enclosures in all bathrooms
- Repair all bathroom floors, except recently repaired throughout the project due to subfloor water damage. Install new sheet vinyl flooring with self-coving to provide more water resistant system.
- Remove all damaged drywall, test for mold contamination and remediate if necessary, replace all damaged drywall and paint all the bathrooms with 100% acrylic paint.

- Replace all bathroom exhaust fans with high efficiency EnergyStar compliant models with a built in humidistat.
- Replace all existing unit water heaters with new high efficiency models
- Replace all porcelain kitchen sinks with stainless steel models and a new faucet.
- Replace existing toilets with new low flow models
- Replace all shower valves with new models that include and anti-scald valve. Install new low flow shower heads in all bathrooms.
- Replace all unit forced air heating units with new higher efficiency models
- Replace all heating registers with two adjustable models with dampers to better balance and control airflow throughout the unit
- install new programmable setback thermostats in all units
- Install new kitchen exhaust hood with new EnergyStar compliant models
- Replace all existing smoke only detectors with combination smoke/CO2 detectors.
- Paint all water heater doors with a high quality two stage paint system.
- Replace all carpeting throughout all units except those recently turned. Replace kitchen flooring with new sheet vinyl.
- Replace all windows blinds on unit kitchen doors

CYPRESS COURT

- The wooden and chain link fencing should be replaced with ornamental iron fencing and the remaining ornamental iron fencing should be painted.
- The sliding door in the rear of one garage should be either filled in or replaced with a metal fire door. The access door in the living room of 5153 should be filled in or replaced with a one hour rated door and closer to restore the required one hour fire rating.
- The garage doors should be replaced with metal roll up doors.
- Replace all damaged pedestrian walkways.
- Request proper covers for the water meters from the local public utility to eliminate possible confusion.
- Trim all plants away from gas meter locations and install seismic shutoff valves.
- Relocate stored items to provide three foot clear area in front of meters as required by Fire Code.
- Replace entire roof with new composite shingle roof with 15 year warranty.
- Replace all damaged roof sheathing and re-cover areas where weather head was removed.
- Replace rain gutter system along with roof replacement at existing location and other locations as determined.
- Remove damaged stucco to resolve water damage and structural cracking and patch and replace as appropriate.
- The building trim should have all damaged fascia boards replaced. The building trim should then be properly prepped, primed and painted with 100% acrylic paint.

- The building and trim should be completely repainted after all repairs are completed with 100% acrylic paint.
- Replace all windows with vinyl dual glazed models for improved energy efficiency and ease of use.
- Repair or replace all unit entry doors and damaged security screens. Replace all water heater closet doors with code compliant vented metal doors.
- The sliding glass door should be removed and the opening filled in.
- Schedule a full termite inspection and fumigation due to age and building condition.
- Fill and caulk all voids in the stucco walls. Repair all roofing leaks.
- Destructively test areas of degraded stucco for possible water intrusion coming up from the ground. Record findings and develop scope for repair.
- Install seismic shutoff valves on all natural gas meters.
- Replace all kitchen cabinets with new models including foil wrapped door and drawer fronts.
- Replace all unit stoves and refrigerators. The refrigerators should be replaced with EnergyStar compliant models.
- Replace all bathroom vanities with new models including doors with water resistant finish.
- Test water damaged areas in all bathrooms for mold contamination and develop a remediation specification and scope. Repair all water and mold damaged areas according to scope and repair or replace tub and shower enclosures as indicated.
- Replace all damaged or worn shower curtain and rod assemblies as soon as possible to minimize water damage in the unit bathrooms.
- Replace all bathroom flooring with good quality sheet vinyl, self-coved at the walls.
- Repair all damaged walls and ceilings and prime and paint complete.
- Change out all lighting fixtures in the unit bathrooms to high efficacy fixtures.
- Replace all bathroom exhaust fans with combination exhaust and light units with built in humidistats.
- Repaint all medicine cabinets and replace those that have damaged or degraded mirrors.
- Replace all water heaters with new more efficient models.
- Replace all kitchen sinks with new stainless steel models. Replace all kitchen faucets with ADA compliant models. Replace all bathroom sinks with new models and all bathroom faucets with ADA compliant models.
- Replace all toilets with 1.6 gpf or less models to conserve water.
- Replace all shower valves with ADA compliant models including anti-scald valves.
- Replace all angle stops with brass body quarter turn models for ease of use and longer life cycle.
- Relocate and replace all furnace thermostats with new programmable models to improve comfort of units and increase efficiency.
- Replace all vent hoods with EnergyStar compliant models. Clean all existing

ductwork of accumulated grease and dirt.

- Replace all light switches and face plates with new to improve appearance.
- Replace all ceiling mounted lighting fixtures with more efficient models.
- Replace all ceiling fans with EnergyStar compliant models with light kits.
- Replace all smoke only detectors with new combination smoke/CO2 detectors.
- Replace all damaged interior doors with solid core wooden doors for increase longevity. Replace all interior door lock sets with ADA compliant lever hardware.
- Replace the entire unit flooring with vinyl plank style flooring for easier maintenance and greater durability.

(1) Project-specific off-site costs; and

(2) General off-site costs. Within each category, specific costs must be listed out to total the subtotals for each category. Each cost should also be identified as being included/excluded from eligible basis. The grand total of the costs and basis must be consistent with the total amount shown in the Sources and Uses Budget.

We are not anticipating any off-site costs at this time and have not currently budgeted anything for off-sites.

PROMISSORY NOTE

\$400,000.00

September 1, 1994
Oxnard, California

FOR VALUE RECEIVED, the undersigned borrower (the "Developer"), having its office at 11011 Azahar Street, Satitoy, California 93004, hereby promises to pay to the order of the City of Oxnard (the "City"), the sum of Four Hundred Thousand Dollars (\$400,000.00) or so much thereof as may be advanced by the City to the Developer pursuant to that certain Development and Disposition Loan Agreement (the "Loan Agreement") dated March 8, 1994 between the Developer and the City, plus interest accrued. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement, which is incorporated herein by reference. All sums advanced pursuant to this Note shall be due and payable in full on the Maturity Date, which for purposes hereof shall be 30 years from the date of this Note.

1. The obligation of the Developer to the City hereunder shall be secured by a deed of trust encumbering Developer's fee estate in the Property. The obligation of the Developer is subject to the terms of the Loan Agreement, this Note, and a Deed of Trust with Assignment of Rents of even date herewith executed by the Developer for the purpose of securing this Note (the "Deed of Trust").

2. This Note evidences the obligation of the Developer to the City for the repayment of funds loaned to the Developer by the City to finance the acquisition of the Property described in the Deed of Trust, so that Developer can develop a low income housing development containing a minimum of 32 units for low and very low income households at affordable rents (the "Project"), pursuant to the Loan Agreement.

3. Interest on this Note shall be computed annually on the average outstanding principal balance during the term of this Loan, commencing at such time as funds are disbursed for acquisition of the Property, until the Maturity Date at a simple rate of 6.35% per annum.

4. Notwithstanding anything contained herein to the contrary, the loan evidenced by this Note, or any part thereof, shall be fully due and payable immediately in the event that, without the prior consent of the City, the Property or the Project

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ATTACHMENT NO. 2
PAGE 1 OF 6

is sold or transferred or the loan evidenced hereby or the Loan Agreement is assigned (except as permitted in the Loan Agreement).

5. (a) On each Payment Date (as hereinafter defined), the Developer shall repay the loan evidenced by this Note, in annual payments, in arrears, only out of annual Residual Receipts (as hereinafter defined), commencing with the partial year ending on the last day of December after the issuance of the Certificate of Occupancy for the Project.

(b) Annually, not later than the last day of April of each year, beginning with the first year of operations after the issuance of a Certificate of Occupancy for the Project (the "Payment Date") the Developer shall submit to the City its annual financial statement (the "Annual Financial Statement") for the preceding year, and pay to the City its share of the Residual Receipts, determined on the basis of the Annual Financial Statement. The City shall review and approve such statement or request revisions within ten (10) days after receipt. In the event the City determines as the result of its review that a greater amount of Residual Receipts has been generated by the Project in excess of the amount indicated by the Developer, the Developer shall promptly pay to the City the City's share of such increase within thirty (30) days of notice from the City. In the event that the City determines that there is an overpayment of Residual Receipts to the City by the Developer, the City shall promptly refund the amount of such overpayment to the Developer within ten days of such determination.

(c) For purposes hereof, the following terms shall have the designated meanings.

(i) "Operating Expenses" shall mean actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, taxes and management of the Project, including, without limitation, debt service on all loans obtained in connection with the operation or development of the Project; a management fee not to exceed seven percent (7%) of gross rental income; real and personal property taxes and assessments; insurance; security; painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; certificates, permits and licenses; sewer charges; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; cable television; satellite and similar facilities; recreational amenities, supplies and services; purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings; fees and expenses of accountants, attorneys, consultants and other professionals; payments to reserve funds for replacements and operating expenses; and an eight percent (8%) annual preferred return on the Developer's equity, including any such equity received from any investor in connection with the Project.

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PAGE 2 OF 6

(ii) "Residual Receipts" means the Revenue, less Operating Expenses. All calculations of Residual Receipts shall be subject to verification and approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(iii) "Revenue" shall mean the gross rental income of Developer from the Project, and any other income, excluding loans and capital contributions, to the Developer derived from the ownership, operation and management of the Project.

6. Unless paid in full earlier, the remaining balance of this loan evidenced hereby and all accrued interest shall be due and payable on the Maturity Date. Accrued but unpaid interest as of the time this Note is due shall be payable only to the extent that the fair market value of the Project exceeds the principal balance of this Note, plus the outstanding principal balance and all accrued but unpaid interest on loans secured by liens senior to the lien of the Deed of Trust.

7. Payments under this Note are payable at the principal office of the City, 305 West Third Street, Oxnard, California 93030, or at such other place as the holder hereof may inform the Developer in writing, in lawful money of the United States.

8. Subject to any curative rights set forth herein or in the Loan Agreement, the Developer waives presentment for payment, demand, protest, and notice of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or part, whether before or after maturity and with or without notice.

9. The loan evidenced by this Note is a non-recourse obligation of the Developer. Neither Developer nor any of its general or limited partners, nor any other party, shall have personal liability for repayment of the loan evidenced hereby or any other amount arising under this Note, the Loan Agreement or the Deed of Trust. The sole recourse of the City under the loan documents associated with the loan evidenced hereby for repayment or any such other amounts shall be the exercise of its rights against the Project and related security thereunder.

10. The Developer shall have the right to prepay at any time without penalty the obligation evidenced by this Note, or any part thereof.

11. The Developer shall be deemed to be in default of its obligations under this Note if the Developer fails to completely observe or perform each and every condition, covenant and obligation of the Developer set forth in this Note for a period of thirty (30) days after of receipt of written notice from the City specifying the nature of such of default; provided, however, that

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ATTACHMENT NO. 2
PAGE 3 OF 6

the Developer shall not be in default under this Note if the failure to observe or perform is incapable of being cured within such thirty (30) day period, and the Developer commences to cure such default with reasonable diligence within such thirty (30) day period and diligently and continuously pursues the same to completion thereafter.

12. If this Note is not paid when due, whether at the Maturity Date or by acceleration, the Developer promises to pay all costs of collection including, without limitation, reasonable attorneys' fees, and all expenses in connection with the protection or realization of the Property securing the obligations evidenced by this Note, incurred by the City or the holder hereof on account of such collection, whether or not suit is filed. Such costs and expenses shall include, without limitation, all reasonable costs, attorneys' fees and expenses incurred by the City or the holder hereof in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Developer, which in any way affect the exercise by the City or the holder hereof of its rights and remedies under this Note, the Deed of Trust or any other agreement securing the obligations under this Note.

"DEVELOPER"

Cabrillo Economic Development
Corporation, a California nonprofit
corporation

By: Rodney Hernandez
Its: EXECUTIVE DIRECTOR

By: _____
Its: _____

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PAGE 4 OF 6

0-1451

Modification of \$400,000 Promissory Note

This Modification of \$400,000 Promissory Note (this "Modification") is entered into effective as of September 1, 1994 by and between the City of Oxnard ("City") and Villa Solimar Associates, a California Limited Partnership, ("Developer"), with reference to the following recitals of fact:

Recitals

A. Developer was assigned a Promissory Note dated September 1, 1994 (the "Note") in the original principal amount of \$400,000 in favor of City, which Note is secured by a Deed of Trust with Assignment of Rents dated September 1, 1994 and recorded on September 30, 1994 as Instrument No. 94-158053 in the Official Records of the County Recorder of Ventura County, California. The original holder of the Note made advances thereunder on or about November 1, 1993, prior to the date of the Note.

B. City and Developer wish to modify the Note on the terms and conditions set forth herein.

Agreement

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. Paragraph 3 of the Note shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"3. Interest on this Note shall be computed annually on the average outstanding principal balance during the term of this loan, commencing November 2, 1993, until the Maturity Date at a per annum rate equal to 7.0%, which rate is based upon the applicable federal rate, computed under Section 1274 of the Internal Revenue Code of 1986, as amended, or any corresponding successor of such law, compounded annually."

2. Except as provided in this Modification, all of the terms, conditions and provisions of the Note shall remain unmodified and in full force and effect.

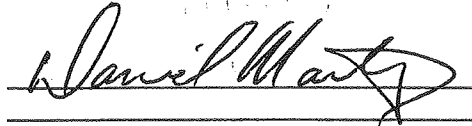
3. This Modification may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Modification to be executed as of the day first written above.

Agency:

Attest:

The Redevelopment Agency of
the City of Oxnard (now City
of Oxnard Community
Development Commission)



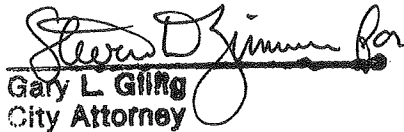
By:



Developer:

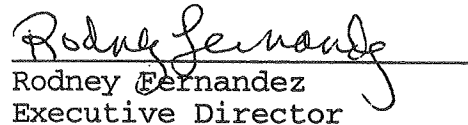
Villa Solimar Associates, a
California Limited Partnership

APPROVED AS TO FORM:


Gary L. Gilling
City Attorney

By: Cabrillo Economic
Development Corporation,
General Partner

By:


Rodney Fernandez
Executive Director

PROMISSORY NOTE

\$405,000.00

September 1, 1994
Oxnard, California

FOR VALUE RECEIVED, the undersigned borrower (the "Developer"), having its office at 11011 Azahar Street, Saticoy, California 93004, hereby promises to pay to the order of the Redevelopment Agency of the City of Oxnard (the "Agency"), the sum of Four Hundred Five Thousand Dollars (\$405,000.00) or so much thereof as may be advanced by the Agency to the Developer pursuant to that certain Development and Disposition Loan Agreement (the "Loan Agreement") dated March 8, 1994 between the Developer and the Agency, plus interest accrued. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement, which is incorporated herein by reference. All sums advanced pursuant to this Note shall be due and payable in full on the Maturity Date, which for purposes hereof shall be 30 years from the date of this Note.

1. The obligation of the Developer to the Agency hereunder shall be secured by a deed of trust encumbering Developer's fee estate in the Property. The obligation of the Developer is subject to the terms of the Loan Agreement, this Note, and a Deed of Trust with Assignment of Rents of even date herewith executed by the Developer for the purpose of securing this Note (the "Deed of Trust").

2. This Note evidences the obligation of the Developer to the Agency for the repayment of funds loaned to the Developer by the Agency to finance the acquisition of the Property described in the Deed of Trust, so that Developer can develop a low income housing development containing a minimum of 32 units for low and very low income households at affordable rents (the "Project"), pursuant to the Loan Agreement.

3. Interest on this Note shall be computed annually on the average outstanding principal balance during the term of this Loan, commencing at such time as funds are disbursed for acquisition of the Property, until the Maturity Date at a simple rate of 6.35% per annum.

4. Notwithstanding anything contained herein to the contrary, the loan evidenced by this Note, or any part thereof, shall be fully due and payable immediately in the event that,

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ATTACHMENT NO. 3
PAGE 1 OF 5

without the prior consent of the Agency, the Property or the Project is sold or transferred or the loan evidenced hereby or the Loan Agreement is assigned (except as permitted in the Loan Agreement).

5. Unless paid in full earlier, the remaining balance of this loan evidenced hereby and all accrued interest shall be due and payable on the Maturity Date. Accrued but unpaid interest as of the time this Note is due shall be payable only to the extent that the fair market value of the Project exceeds the principal balance of this Note, plus the outstanding principal balance and all accrued but unpaid interest on loans secured by liens senior to the lien of the Deed of Trust.

6. Payments under this Note are payable at the principal office of the Agency, 305 West Third Street, Oxnard, California 93030, or at such other place as the holder hereof may inform the Developer in writing, in lawful money of the United States.

7. Subject to any curative rights set forth in the Loan Agreement, the Developer waives presentment for payment, demand, protest, and notice of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or part, whether before or after maturity and with or without notice.

8. The loan evidenced by this Note is a non-recourse obligation of the Developer. Neither Developer nor any of its general or limited partners, nor any other party, shall have personal liability for repayment of the loan evidenced hereby or any other amount arising under this Note, the Loan Agreement or the Deed of Trust. The sole recourse of the Agency under the loan documents associated with the loan evidenced hereby for repayment or any such other amounts shall be the exercise of its rights against the Project and related security thereunder.

9. The Developer shall have the right to prepay at any time without penalty the obligation evidenced by this Note, or any part thereof.

10. The Developer shall be deemed to be in default of its obligations under this Note if the Developer fails to completely observe or perform each and every condition, covenant and obligation of the Developer set forth in this Note for a period of thirty (30) days after of receipt of written notice from the Agency specifying the nature of such of default; provided, however, that the Developer shall not be in default under this Note if the failure to observe or perform is incapable of being cured within such thirty (30) day period, and the Developer commences to cure such default with reasonable diligence within such thirty (30) day period and diligently and continuously pursues the same to

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ATTACHMENT NO. 3
PAGE 2 OF 5

completion thereafter.

11. If this Note is not paid when due, whether at the Maturity Date or by acceleration, the Developer promises to pay all costs of collection including, without limitation, reasonable attorneys' fees, and all expenses in connection with the protection or realization of the Property securing the obligations evidenced by this Note, incurred by the Agency or the holder hereof on account of such collection, whether or not suit is filed. Such costs and expenses shall include, without limitation, all reasonable costs, attorneys' fees and expenses incurred by the Agency or the holder hereof in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Developer, which in any way affect the exercise by the Agency or the holder hereof of its rights and remedies under this Note, the Deed of Trust or any other agreement securing the obligations under this Note.

"DEVELOPER"

VILLA SOLIMAR ASSOCIATES,
a California Limited Partnership

By: Cabrillo Economic Development
Corporation, General Partner

By: Rodney Fernandez
Its: EXECUTIVE DIRECTOR

By: _____
Its: _____

Modification of \$405,000 Promissory Note

This Modification of \$405,000 Promissory Note (this "Modification") is entered into effective as of September 1, 1994 by and between the Redevelopment Agency of the City of Oxnard (now City of Oxnard Community Development Commission) ("Agency") and Villa Solimar Associates, a California Limited Partnership, ("Developer"), with reference to the following recitals of fact:

Recitals

A. Developer executed a Promissory Note dated September 1, 1994 (the "Note") in the original principal amount of \$405,000 in favor of Agency, which Note is secured by a Deed of Trust with Assignment of Rents dated September 1, 1994 and recorded on September 30, 1994 as Instrument No. 94-158052 in the Official Records of the County Recorder of Ventura County, California.

B. Agency and Developer wish to modify the Note on the terms and conditions set forth herein.

Agreement

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Developer agree as follows:

1. Effective as of the date hereof, Paragraph 3 of the Note shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"3. Interest on this Note shall be computed annually on the average outstanding principal balance during the term of this loan, commencing at such time as funds are disbursed for acquisition of the Property, until the Maturity Date at a rate of 6.35%, compounded annually."

2. Except as provided in this Modification, all of the terms, conditions and provisions of the Note shall remain unmodified and in full force and effect.

3. This Modification may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Modification to be executed as of the day first written above.

City:

Attest:

City of Oxnard

Daniel M. [Signature]
City Clerk

By: *Dr. M. [Signature]*
Mayor

Developer:

Villa Solimar Associates, a
California Limited Partnership

By: Cabrillo Economic
Development Corporation,
General Partner

APPROVED AS TO FORM:

Stewart [Signature]
Gary L. Gilling
City Attorney

By: *Rodney [Signature]*
Rodney Fernandez
Executive Director

ATTACHMENT NO. 3
PAGE 5 OF 5

EXHIBIT C

PROMISSORY NOTE
Affordable Housing Assistance
(Secured by Deed of Trust)

\$162,000.00

Oxnard, California
September 10, 2002

FOR VALUE RECEIVED, the undersigned, Cabrillo Economic Development Corporation ("Borrower"), hereby promises to pay to the order of The City of Oxnard, a California municipal corporation ("Lender"), the principal sum of One Hundred Sixty-Two Thousand Dollars (\$162,000.00), with interest on the unpaid balance thereof from the date of this Note set forth above until repaid at the rate of seven percent (7%) per annum (except as otherwise provided herein). Both principal and interest are payable as hereinafter provided, to Lender at 300 W. Third Street, Oxnard, California 93030, Attention: Finance Director, or at such other place as from time to time may be designated by the holder of this Promissory Note ("Note"). The term ALoan as used herein, means the Loan evidenced by this Note.

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust. All terms not otherwise defined in this Note have the meaning assigned to such terms in the Agreement.

1. **PAYMENTS.** Borrower promises to pay interest and principal and any other charges under this Note as follows:

a. Sums outstanding under this Note shall be due and payable as provided in paragraph 1.B(1), 1.C.(4), 1.C.(5), and C.(6) of the Affordable Housing and Loan Agreement ("Loan Agreement") dated September 10, 2002 by and between City and Borrower, and in no event later than five years from the date hereof.

b. If Borrower complies with all provisions of the Loan Agreement and the Agreement Containing Covenants Affecting Real Property dated September 10, 2002 ("Regulatory Agreement") and rents the Units in compliance with the terms of the Loan Agreement and Regulatory Agreement, the Loan shall be due upon the first transfer of the Project thirty-five (35) years after the date of the Loan Agreement, provided that principal only shall be repaid.

c. All sums outstanding under this Note and unpaid shall without any reduction become immediately due and payable upon any default under this Note, or upon any transfer of the property securing payment of this Note not permitted by the Loan Agreement, any change in ownership or composition of the Borrower not permitted, or any breach or default of the Loan Agreement or Regulatory Agreement.

2. **PAST DUE PRINCIPAL AND INTEREST.** Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payment=s due date until paid at the rate of 10% per annum, which interest shall be immediately due and payable.

3. **NO DEDUCTIONS, NO OFFSETS.** All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

4. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

5. **PREPAYMENT.** This Note may be prepaid in whole or in part without penalty or charge.

6. **ATTORNEY'S FEES.** Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without

limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.

7. **WAIVER OF PRESENTMENT.** Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party; and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

8. **LOSS OF NOTE.** Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender or the Oxnard Community Development Commission is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

9. **SUCCESSORS AND ASSIGNS.** This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

10. **SEVERABLE PROVISIONS.** Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

11. **NOTICES.** Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, or if to Borrower, at 11011 Azahar Street, Saticoy, CA, 93004. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such

notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

12. **DEFAULT.** Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a default hereunder.

13. **JOINT AND SEVERAL.** The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

14. **GENDER.** In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

15. **TIME OF ESSENCE.** Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

16. **GOVERNING LAW.** This Note shall be construed and enforced in accordance with the laws of the State of California.

17. **AUTHORITY.** The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

18. **CAPTIONS AND REFERENCES.** The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

19. **SECURITY.** This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

DISCLOSURES. BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

**CABRILLO ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Its: _____

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ATTACHMENT NO. 4
PAGE 4 OF 4

Via Electronic Mail

June 23, 2013

Karl Lawson
City of Oxnard
Housing Administration
435 South "D" Street
Oxnard, CA 93030

Re: Villa Solimar and Cypress Court
Proposed Restructuring of City Loans

Dear Mr. Lawson:

As we have discussed, this is to request that the City of Oxnard restructure three City loans: two to the Villa Solimar project (32 low income family apartments) and one to the Cypress Court project (4 special needs apartments).

We have submitted applications for a tax exempt bond allocation and a 4% tax credit allocation for a resyndication and renovation of these two projects. This project will allow us to raise new capital to renovate the apartments and will require a new 55 year affordability period, extending the affordability of Villa Solimar and Cypress Court for more than fifteen years. The resyndication will require forgiveness of the accrued interest through the time of resyndication.

We propose the following for each of the three loans:

1. Forgiveness of accrued interest through the time of resyndication;
2. A revised interest rate of 3%; and
3. A new term of 55 years, consistent with the new affordability period.

The three loans are residual receipts loans, meaning that payments are made on them only to the extent that cash is available.

Additional detail on these loans is as follows:

The City of Oxnard loan to the Villa Solimar project had a principal amount of \$400,000, and a thirty year term from September 1, 1994. Through a modification the interest rate was revised to 7%. This was a HOME loan and all

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OXNARD UNIFIED SCHOOL DISTRICT
OXNARD

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COMMUNITY REPRESENTATIVE
VENTURA

PAULA MENDOZA
COMMUNITY REPRESENTATIVE
OXNARD

LENA SWIFT
COUNTY OF VENTURA
MOORPARK

MARIA HERNANDEZ-ALAMIN
CERTIFIED PUBLIC ACCOUNTANT
CAMARILLO

MICHAEL MCGUIRE
MWA ADVISORS LLC
SANTA BARBARA

HOME affordability requirements (15 years) have been met. The Redevelopment Agency of the City of Oxnard loan to the Villa Solimar project had a principal amount of \$405,000 and also had a thirty year term from September 1, 1994. It had a 6.35% interest rate. Accrued interest at December 31, 2012 for both loans totaled \$864,858, more than the principal amounts. Over \$100,000 in interest has been paid on the notes.

The City of Oxnard loan to the Cypress Court project had a principal amount of \$162,000 and a thirty-five year term. It has a 7% interest rate. This is also a HOME loan.

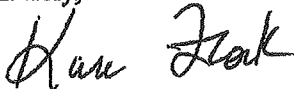
We are scheduled to receive our tax exempt bond allocation on July 17, 2013, and would like to know that we will be able to restructure these notes before receiving the allocation and being committed to carrying out its requirements.

I am attaching the following documents:

1. Promissory Note for \$400,000; Modification and Agreement for HOME Program Participation (Villa Solimar);
2. Promissory Note for \$405,000 (Villa Solimar); and
3. Project Pro Forma dated 5/31/13.

Please contact me if you have any questions at (805) 672-2576 or email at kflock@cabrilloedc.org.

Sincerely,



Karen Flock
Real Estate Development Director

Cc: Mary Chappell, City of Oxnard
Ruth Johnson Hopkins, City of Oxnard
Jodie Solorio, CEDC Project Manager
Zorica Stancevic, California Housing Partnership Corporation (CHPC)
Lynn Hutchins, Goldfarb & Lipman



Meeting Date: July 16, 2013

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-2*Reviewed By: City Manager *YRB* City Attorney *SMF* Finance *QC* Public Works

DATE: May 21, 2013

TO: City Council

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

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)

May 21, 2013

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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.

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)
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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

CONSULTANT

Tim Flynn, Mayor

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

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

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.

Task	Description	Week													
		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 COMPANY LETTER B SPECIFY COMPANY NAMES IN THIS SPACE			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7593 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
				SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION:		
Telephone: _____			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		
NAMED INSURED			APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
TYPE OF INSURANCE			CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			OTHER PROVISIONS		
COVERAGES			LIABILITY LIMITS IN THOUSANDS \$		
			EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			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: (_____) _____		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible _____ ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
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: ()	

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: July 2, 2013
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

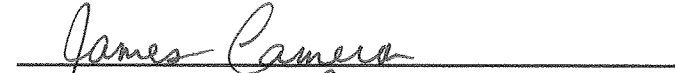
Net Change to Fund Balance 284,100

Approvals

Department Director



Chief Financial Officer



City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012



Meeting Date: 7/16/2013

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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. S-1Reviewed By: City Manager [Signature] City Attorney SmF Finance AC Other (Specify) _____**DATE:** July 9, 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 07/16/2013

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Change Order	Public Works/CPM Lou Balderrama	Mladen Buntich Construction Company (MBC) Agreement No. A-7519	Hueneme Road Recycled Water Pipeline Project For costs associated with the addition of four items: 1. Provide additional traffic control sequencing east of the Oxnard Drain before Arcturus Avenue; requiring removal of approx. 85 lf. of raised concrete median and replace with asphalt pavement to accommodate eastbound traffic, 2. Relocate a previously unknown leech line running parallel to the mainline excavation, 3. Install a pump and float system to service as a temporary drainage system, and 4. Repair a leaking joint in the Hiji Farm Wet Well line on a T&M basis. These various items are necessary to complete the project and meet the current schedule. This contract was a Public Bid.	\$49,887
	340-5358	Change Order 5	Total Contract Amount: \$6,060,146 FundingSource: Grants and Water Bonds	

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2870

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

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 shown in Exhibit "A," on file with the City Clerk, 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. 2870 was first read on July 9, 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:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

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.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2869

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

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,” on file with the City Clerk, 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. 2869 was first read on July 9, 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:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

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 7 th 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

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 Rezoning of AAHOP parcels with –AH Additive
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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
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

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Rezoning of AAHOP parcels with –AH Additive
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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
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

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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

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

Prepared By: Loti BalderramaAgenda Item No. S-3Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: July 3, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT: Balancing Change Order No. 5 to Contract with Toro Enterprises, Incorporated****RECOMMENDATION**

That City Council approve and authorize the Mayor to execute Change Order No. 5 with Toro Enterprises, Incorporated (Toro) to increase the amount of construction cost of the Tierra Vista Neighborhood/Alley Resurfacing Project from \$4,149,671.27 to \$4,477,960.04 for an increase of \$328,288.77 (Contract No. A-7529).

DISCUSSION

On June 5, 2012 the City Council approved Project Specification No. PW06-93 "Tierra Vista Neighborhood/Alley Resurfacing Project" (Project) and authorized staff to solicit bids for the Project. Toro submitted the lowest responsible bid and was subsequently awarded the Project. The specific work included the furnishing of all materials, labor, tools, and equipment required to make necessary street resurfacing, curb, gutter, and sidewalk repairs, storm drain construction, traffic markings installation, and underground utility improvements to the Tierra Vista Neighborhood.

The Project was completed on April 30, 2013. Change Order No. 5 represents an actual accounting of material and supply quantities used in the Project that were more than the estimated quantities indicated in the Project specification. The final contract quantities are detailed in Attachment No. 2.

FINANCIAL IMPACT

Sufficient funding is available in the Tierra Vista Residential Resurfacing project (043111) from Gas Tax (181) and Storm Drain (353) funds.

Attachment #1: Change Order No. 5 to Contract No. A-7529
Final Contract Quantities



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

BALANCING CHANGE ORDER NO.

5

Contractor Name: **Toro Enterprises, Inc.**

Project Title: **Tierra Vista NBH/Alley Resurfacing & Storm Drain Line Project**

Specification No.: **PW06-93**

Contract No.: **A-7529**

P.O. No.: **4245**

Fed. Proj. No.:

Account No.: **353-3149-826-8605**

Account No.: **181-3224-826-8605**

Account No.: **000-0000-000-0003**

Account No.: **000-0000-000-0004**

Account No.: **000-0000-000-0005**

Project No.: **043111** \$216,508.19

Project No.: **043111** \$111,780.58

Project No.: **000003** \$0.00

Project No.: **000004** \$0.00

Project No.: **000005** \$0.00

You are hereby directed to make the following changes in this contract:

Description:

Balancing Change Order

Reasons for Changes:

Reconcile estimated contract item quantities to actual contract item quantities required to construct the project.

1. Amount of original contract	\$4,081,028.86
2. Sum of prior change orders (NO. <u>0</u> THRU <u>4</u>)	\$68,642.41
3. Sum of contract prior to this change order	\$4,149,671.27
4. Amount of this change order	\$328,288.77
5. Sum of contract including this change order	\$4,477,960.04

Contract time will be changed by 0 days
Completion date of this change order is 04/30/13

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included

Tim Flynn, Mayor

Date

Project Manager

Date

Daniel Martinez, City Clerk

Date

Client

Date

City Manager

Date

City Engineer

Date

Budget

Date

Administrative Services

Date

Construction Manager

Date

Director of Public Works/Purchasing Agent

Date

Contractor

Date

gadmin svcs/contracts&RFPs/Process&Admin/Construction Agreement Forms/Balancing Change Orders - Mayor Council Signature



REQUEST FOR CHANGE ORDER

Customer: City of Oxnard
1060 Pacific Avenue
Oxnard, Ca 93030

Attn: Bruce Sneed

Date: May 30, 2013
Contract # A-7529
C/O # Balancing Change Order
Project Name Tierra Vista Improvements Project
(5467U P)

Nature of Work: Street and Alley Improvements

ITEM	DESCRIPTION	UNITS	Original Contract Qty	Completed Qty to date	Contract Overage	UNIT PRICE	TOTAL
4	AC Leveling Course Type III	TN	894	2244.05	1350.05	\$89.00	\$120,154.45
5	Asphalt Concrete Type III	TN	115	275.80	160.80	\$170.00	\$27,336.00
6	Asphalt Rubber Hot Mix	TN	12101	11319.36	-781.64	\$94.50	-\$73,864.98
10	Cold Milling(2")	SF	312220	317163.00	4943.00	\$0.16	\$790.88
11	Unclassified Excavation	CY	3059	3140.60	81.60	\$25.00	\$2,040.00
12	Aggregate Base Class II	TN	2486	2476.00	-10.00	\$22.00	-\$220.00
14	Install 8" Thick PCC Pavement w/No Rebar	EA	70164	66366.00	-3798.00	\$3.60	-\$13,672.80
15	Install Curb Ramp Case B, Type 2, Detail D	EA	44	43.00	-1.00	\$2,000.00	-\$2,000.00
17	Remove/Replace Curb & Gutter (A2-6)	LF	3444	3430.50	-13.50	\$33.00	-\$445.50
18	Remove/Replace Concrete Curb(A1-6)	LF	265	299.00	34.00	\$30.00	\$1,020.00
20	Remove/Replace Concrete Sidewalk	EA	1930	4332.00	2402.00	\$6.50	\$15,613.00
21	Remove/Replace Concrete Cross Gutter & Spandrel	EA	2303	3660.00	1357.00	\$14.00	\$18,998.00
22	Adjust Manhole Cover to Grade	EA	79	89.00	10.00	\$225.00	\$2,250.00
23	Adjust Water Valve Cover to Finished Grade, Includes Riser	EA	119	104.00	-15.00	\$385.00	-\$5,775.00
24	Adjust Water Meter Cover to Grade	EA	3	2.00	-1.00	\$100.00	-\$100.00
25	Adjust Survey Monument Cover to Grade	EA	13	9.00	-4.00	\$500.00	-\$2,000.00
28	12" White Crosswalk Line	LF	1325	1347.00	22.00	\$2.88	\$63.36

Continued on Page 2

ACCEPTED:

By: Bruce Sneed
Date: 6-6-13

Bill Kaszycki
Bill Kaszycki
Toro Enterprises, Inc.

Page 1 of 2

PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635
LICENSE #710580



REQUEST FOR CHANGE ORDER

Customer: City of Oxnard
1060 Pacific Avenue
Oxnard, Ca 93030

Attn: Bruce Sneed

Date: May 30, 2013
Contract # A-7529
C/O # Balancing Change Order
Project Name Tierra Vista Improvements Project
(5467U P)

Nature of Work: Street and Alley Improvements

ITEM	DESCRIPTION	UNITS	Original Contract Qty	Completed Qty to date	Contract Overage	UNIT PRICE	TOTAL
29	12" Yellow Crosswalk Line (Thermo)	LF	1,102	1206.00	104.00	\$2.88	\$299.52
32	Type IV Turn Arrow(Thermo)	EA	9	26.00	17.00	\$190.00	\$3,230.00
33	Striping Detail 2(Thermo)	SF	3798	0.00	-3798.00	\$1.40	-\$5,317.20
34	Striping Detail 9(Thermo)	LF	390	1374.00	984.00	\$1.40	\$1,377.60
35	Striping Detail 22(Thermo)	LF	397	4437.00	4040.00	\$2.50	\$10,100.00
36	Striping Detail 27B(Thermo)	LF	4371	8510.00	4139.00	\$1.25	\$5,173.75
38	Striping Detail 32(Thermo)	LF	666	0.00	-666.00	\$2.50	-\$1,665.00
39	Striping Detail 38(Thermo)	LF	1180	935.00	-245.00	\$2.50	-\$612.50
40	"STOP" Legend(Thermo)	EA	33	44.00	11.00	\$305.00	\$3,355.00
41	"Slow School Xing" Legend (Thermo)	EA	2	6.00	4.00	\$400.00	\$1,600.00
43	Remove/Replace Street Name Sign	EA	76	92.00	16.00	\$230.00	\$3,680.00
44	Remove/Replace Sign Post	EA	20	23.00	3.00	\$124.00	\$372.00

TOTAL: \$111,780.58

ACCEPTED:

By: [Signature]

Date: 6-6-13

[Signature]
Bill Kaszycki
Toro Enterprises, Inc.

Page 2 of 2

PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635
LICENSE #710580

Attachment No. 2
Page 2 of 3



REQUEST FOR CHANGE ORDER

Customer: City of Oxnard
1060 Pacific Avenue
Oxnard, Ca 93030
Attn: Bruce Sneed

Date: May 30, 2013
Contract # A-7529
C/O # Balancing Change Order
Project Name Tierra Vista Improvements Project
(5467U P)

Nature of Work: Storm Drain Installation

ITEM	DESCRIPTION	UNITS	Original Contract Qty	Completed Qty to date	Contract Overage	UNIT PRICE	TOTAL
45	Trench Stabilization	TN	60	1768.00	1708.00	\$50.00	\$85,400.00
49	Remove & Replace Sidewalk	SF	400	125.00	-275.00	\$6.50	-\$1,787.50
50	Remove & Replace X-Gutters	SF	1,200	1472.00	272.00	\$14.00	\$3,808.00
52	Sewer Lateral Reconnection and Remodeling	EA	11	10.00	-1.00	\$900.00	-\$900.00
65	Manhole No.1	EA	20	21.00	1.00	\$6,100.00	\$6,100.00
73	Junction Structure No.2	EA	5	9.00	4.00	\$2,700.00	\$10,800.00
76	Relocate Exist 12" ACP per STD Plate 313	EA	4	5.00	1.00	\$13,800.00	\$13,800.00
77	Relocate Exist 8" ACP per STD Plate 313	EA	4	12.30	8.30	\$12,100.00	\$100,430.00
78	Relocate Exist 6" ACP per STD Plate 313	EA	13	14.00	1.00	\$11,300.00	\$11,300.00
TOTAL:							<u>\$228,950.50</u>

ACCEPTED:

By: B. Sneed
Date: 6-6-13

Bill Kaszycki
Toro Enterprises, Inc.

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