

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
September 10, 2013
4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. **SUBJECT:** The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2012-2013. (001)
RECOMMENDATION: Accepts the City of Oxnard's CAPER for FY 2012-2013.
Legislative Body: CC **Contact:** Juliette Dang **Phone:** 385-7493

I. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Planning & Zoning (PZ) Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 300 W. Ninth Street. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts, LLC. (009)
RECOMMENDATION: 1) Adopt a resolution approving a Density Bonus (PZ 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 a Special Use Permit (PZ 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

K. REPORTS

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2014 – June 30, 2014. (095)
RECOMMENDATION: Adopt a Resolution approving the Fifth Recognized Obligation Payment Schedule (ROPS) 13-14B covering the period of January 1, 2014 – June 30, 2014.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7853

L. 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.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

City Clerk Department

1. SUBJECT: Appointment Councilmember to Various Boards, Commissions, and Committees.
(111)

RECOMMENDATION: 1) That the Mayor, with the approval of the City Council, appoint Councilmember Perello to the following boards, commissions and committees: (A) Big Independent Cities Excess Pool Joint Powers Authority; (B) Channel Islands Harbor Task Force; (C) Economic Development Corporation of Oxnard; (D) Oxnard Convention & Visitors Bureau (Alternate); (E) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (Alternate); (F) Southern California Association of Governments; (G) Ventura County Regional Energy Alliance (Alternate); (H) Ormond Beach Property Oversight Ad Hoc Committee; (I) Policies and Procedures Committee; and 2) That the Mayor, with the approval of the City Council, appoint or move Councilmembers from an assigned appointment(s) if necessary: (a) Association of Water Agencies for Ventura County (one primary and alternate); (b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate); (c) Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate*); (d) Economic Development Collaborative –Ventura County (one primary); (e) Economic Development Corporation of Oxnard (two primary); (f) Gold Coast Transit (one primary and alternate); (g) InterCity Transit (sub-committee of VCTC Vista) (one primary); (h) Las Cortes Housing Development Corporation (two primary); (i) Oxnard Convention & Visitors Bureau (one primary and alternate); (j) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate); (k) Performing Arts and Convention Center Corporation (two primary); (l) Point Mugu Regional Airport Authority (one primary and alternate); (m) Regional Defense Partnership for the 21st Century (one primary and alternate); (n) Oxnard Successor Agency Oversight Board (one primary); (p) Southern California Association of Governments (one primary and alternate); (q) Ventura Council of Governments (one primary and alternate); (r) Ventura County Animal Regulation Commission (one primary and alternate); (s) Ventura County Regional Energy Alliance (one primary and alternate); (t) Ventura County Local Agency Formation Commission (one primary if appointed); (u) Ventura County Air Pollution Control District Board (one primary); (v) Ventura County Transportation Commission (one primary); (w) Ventura Regional Sanitation District (one primary and alternate); (x) Channel Islands Harbor Task Force (two primary); (y) City Wide Enhancement Program (two primary); (z) City Manager Recruitment Ad Hoc Committee (two primary); (aa) Cultural Arts Committee (two primary); (bb) Downtown Improvement Task Force (two primary); (cc) Fiscal Policy Task Force (two primary); (dd) Graffiti Task Force (two primary); (ee) Homeless Plan Working Group; (ff) Mobile Food Facilities (MFF) Ad Hoc Committee (two primary); (gg) Ormond Beach Property Oversight Ad Hoc Committee (two primary); (hh) Oxnard Downtown Management District (two primary); (ii) Policies and Procedures Committee (two primary); (jj) Transportation Policy Committee (two primary); (kk) Utilities Task Force (two primary); and 2) That the City Council, as a whole, appoint or move Councilmembers from the Oxnard Airport Authority if necessary.
(* Alternate may be a staff member).

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2013. (121)
RECOMMENDATION: Designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.
 Legislative Body: CC Contact: Martin Erickson Phone: 385-7950

O. STUDY SESSION

Public Works Department

1. SUBJECT: Hydraulic Fracturing “Fracking” and Potential Impacts upon Source Water Quality.
(127)
RECOMMENDATION: Receive a report on petroleum well stimulation methods, including hydraulic fracturing, and associated potential negative source water quality impacts and provide direction to staff.
- Legislative Body: CC Contact: Anthony Emmert Phone: 385-8308

P. 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.

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 Attorney Department

1. SUBJECT: City Manager Recruitment Consulting Services Agreement. (131)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Bob Murray & Associates (A-7616) in the amount of \$27,400 for City Manager recruitment consulting services.
- Legislative Body: CC Contact: Stephen Fischer Phone: 385-7492

City Clerk Department

- Phone: 385-7803

City Manager Department

- Phone: 385-7950

Development Services Department

- Phone: 385-7871

8. SUBJECT: Joint Use Agreement, Easement Deed for Southern California Edison Company (SCE) for Rice/Santa Clara Avenue Interchange Improvements at Highway 101. (215)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with SCE (A-7614) for joint use of public right of way at Santa Clara Avenue and Ventura Boulevard; and 2) Approve and authorize the Mayor to execute a grant of easement to SCE to replace property acquired for the Rice/Santa Clara Avenue Interchange improvements at Highway 101.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Fire Department

9. SUBJECT: Authorization to Accept a Reimbursement from Ventura County Emergency Medical Services Agency and Purchase of Computer Software. (233)
RECOMMENDATION: 1) Approve a special budget appropriation recognizing and appropriating reimbursement from the Ventura County Emergency Medical Services Agency (VCEMSA) for the purchase of required software program in the amount of \$75,000; and 2) Authorize the Fire Chief or designee to purchase the required software program.
Legislative Body: CC Contact: James Williams Phone: 385-7700

Housing Department

10. SUBJECT: Affordable Housing and Rehabilitation Division Loan Program Policies. (235)
RECOMMENDATION: Approve revisions to the Affordable Housing and Rehabilitation Division loan program policies.
Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LABOR NEGOTIATORS.**

- CC **Agency designated representatives:** Karen Burnham, Interim City Manager; Michelle Téllez, Human Resources Director.
Employee organization: Service Employees International Union (SEIU), Local No. 721.

The Interim City Manager and the Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators.

CONFERENCE WITH LABOR NEGOTIATORS.

- CC Instructions to the City's negotiator Michelle Téllez, Director of Human Resources and the City's labor attorney, Jeffrey C. Freedman, regarding the voluntary recognition request from Oxnard Mid-Managers' Association and other matters within the scope of requested representation.

The Director of Human Resources and the City's labor attorney requested that these items be discussed in closed session under the Brown Act exception of Conference with Labor Negotiator. The purpose of the closed session is for the City Council to review the status of the Mid-Managers' Association's petition for voluntary recognition and to provide instructions to the City's negotiator and the City's labor attorney.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

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

T. ADJOURNMENT



Meeting Date: 09 /10 /2013

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

Prepared By: Juliette Dang, Grants Coordinator *JD*

Agenda Item No. H-1

Reviewed By: City Manager *MMH*

City Attorney *AT*

Finance *MMH*

Other (Specify) _____

DATE: August 26, 2013

TO: City Council

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

SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2012-2013

RECOMMENDATION

That City Council accepts the City of Oxnard's CAPER for FY 2012-2013.

DISCUSSION

On an annual basis, jurisdictions receiving Community Planning and Development (CPD) formula grant funds from the U.S. Department of Housing and Urban Development (HUD) are required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER provides a complete accounting of the use of certain grant funding and an assessment of the accomplishments of the goals established in the FY 2008-2013 Consolidated Plan.

For the fiscal year, which ended on June 30, 2013, the City received grant awards in the amount of \$2,063,138 in Community Development Block Grant (CDBG), \$ 667,267 in HOME Investment Partnerships Act (HOME), and \$124,100 in Emergency Solutions Grant (ESG) funds.

The FY 2012-2013 CAPER contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System (IDIS), which documents program accomplishments and beneficiaries related to the goals and objectives identified in the Consolidated Plan and Annual Action Plan.

The CAPER provides information as follows:

1. Part I of the Report presents general narratives related to the consolidated assessment of the five year goals and the one year objectives of the three entitlement grant programs (CDBG, HOME, and ESG), the Fair Housing issues, other actions to overcome obstacles to meeting underserved needs as well as public policies and efforts to foster and maintain affordable housing, the leveraging of resources and a comparison of the established goals, priorities and objectives versus the accomplishments;
2. Parts II, III and IV address detailed programmatic narratives for the three grant programs; and,
3. Part V includes the various reports required by HUD.

In general, the City has been successful in the implementation of the grants in compliance with the National Objectives as well as the three programs' requirements. Tables 1, 2, 6 and 7 provide useful summaries of the expenditures and accomplishments realized during FY 2012-2013.

The availability of the CAPER document (Attachment 3) for public review was published in the Ventura County Star Newspaper on August 25, 2013, and was made available for 15 days in the Main Public Library, the City Clerk's Office and the Housing Department, as required by the City's Citizen Participation Plan (Attachment 2).

FINANCIAL IMPACT

There is no financial impact.

Attachment *1 – The CAPER Report

Attachment 2 – Citizen Participation Plan

Attachment 3 – Notice of Document Availability
(English and Spanish versions)

*Item being provided under separate cover.

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.

- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

**CITY OF OXNARD
NOTICE OF DOCUMENT AVAILABILITY
DRAFT CONSOLIDATED ANNUAL PERFORM
AND EVALUATION REPORT**

NOTICE IS HEREBY GIVEN that the City of Oxnard has prepared the Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2012 through June 30, 2013. The CAPER is an annual end-of-the-year financial and accomplishments report required by the U.S. Housing and Urban Development Department (HUD) as a part of the City's entitlement grant awards. The CAPER provides information on the Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs. **A 15-day public comment period regarding this document will begin August 26, 2013, and will end September 9, 2013.**

Copies of the CAPER will be available for public review at the following locations:

City of Oxnard Public Library
251 South "A" Street

City Clerk's Office
305 West Third Street

City of Oxnard Housing Department
435 South "D" Street

NOTICE IS HEREBY GIVEN that the CAPER will be presented to the City Council for approval on **Tuesday, September 10, 2013 at 6:00 p.m. and thereafter.** The City Council Chambers is located at 305 West Third Street.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 387-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's office at least 72 hours prior to the meeting.

Written comments must be submitted by **4:30 p.m., Monday, September 9, 2013**, and should be directed to: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** If you need additional information, you may contact Juliette Dang at (805) 385-7493.

CIUDAD DE OXNARD
AVISO DE DISPONIBILIDAD DE DOCUMENTOS
BORRADOR DEL INFORME ANNUAL
CONSOLIDADO DEL DESEMPEÑO Y EVALUACIÓN

CON EL PRESENTE SE DA AVISO que la Ciudad de Oxnard ha preparado un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER por sus siglas en inglés) para el periodo del 1° de julio del 2012 al 30 de junio del 2013. El informe anual de CAPER es un informe de fin de año de finanzas y logros requerido por el Departamento de Vivienda y Urbanización de los Estados Unidos (HUD, por sus siglas en inglés) como parte de las subvenciones que recibe la Ciudad. El CAPER contiene información de la Subvención para el Desarrollo del Bloque Comunitario, HOME la Ley de Inversión Asociada y el Programa de Subvenciones para Soluciones Urgentes. **Se dará un periodo de 15 días para comentarios/preguntas acerca de este documento a partir del 26 de agosto del 2013 hasta el 19 septiembre del 2013.**

Copias del informe CAPER estarán disponibles para el público en los siguientes establecimientos:

Biblioteca Pública de Oxnard
251 South "A" Street

Oficina de Secretaría
305 West Third Street

Oficina del Departamento de Vivienda de Oxnard
435 South "D" Street

CON EL PRESENTE SE DA AVISO que el informe CAPER se llevará ante el Concejo Municipal de la Ciudad para su aprobación el **martes 10 de septiembre de 2013 a partir de las 6:00 p.m.** La Sala del Consejo de la Ciudad está ubicada en 305 West Third Street.

Si planea asistir a esta audiencia, el personal le sugiere que llame a las Oficina de la Secretaría Municipal al (805) 385-7803 el jueves anterior de la audiencia para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran ayuda especial para participar en la audiencia o quien necesite servicios de interprete, deben comunicarse con la Oficina de Secretaría por lo menos 72 horas antes de la junta.

Comentarios por escrito deben entregarse antes de las 4:30 p.m., el **lunes 9 de septiembre del 2013**, y dirigidos a: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** Para más información comuníquese con Juliette Dang al (805) 385-7493.

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 Planner Agenda Item No. I-1

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

DATE: September 10, 2013

TO: City Council

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

SUBJECT: **Planning & Zoning (PZ) Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 300 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 a Density Bonus (PZ 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 a Special Use Permit (PZ 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 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 (paving, sidewalk, trees, landscape and irrigation) that would match the street parking at Heritage Square. The proposal will conform to the Central Business District (CBD) zoning and development standards, with the exception of three density bonus concessions that reduce interior open space, open recreation area, and balcony dimensions.

At the June 6, 2013, Planning Commission hearing, the Commission received comments from several residents. The 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 available amount of open space/interior yard space. The Planning Commission unanimously approved the project, 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, resolutions, and minutes are attached (see Attachments 4, 5, 6).

The City Council held a noticed hearing on July 16, 2013, and continued the item to July 23, 2013. On July 23, the item was continued again to September 10, 2013, to allow time for the developer and staff to meet and confer with Elks Lodge (801 South A Street) representatives. Staff met with Elks Lodge members on July 18, 2013, as well as on August 27, 2013 with the developer in attendance. The City Traffic Engineer provided additional information and exhibits showing that all proposed improvements on South B Street (including a 35' wide driveway at the Elks property entrance) will be entirely within existing public right-of-way. The City Surveyor previously verified the location of the property line, and the Elks Lodge's private property will not be used for public right-of-way or any other public purpose. The Elks Lodge parking lot will not need to be reconstructed or re-stripped, and staff has responded to their concerns. The proposed public parking along South B Street will be available for use by Elks Lodge visitors as well as visitors to the Lofts Senior Apartments, and the improvements and landscaping will improve the west side of the Elks Lodge property.

Staff recommends approval of the attached resolutions (Attachments 2 & 3) that approve the Density Bonus permit and uphold the Planning Commission's approval of the special use permit.

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 Resolution Density Bonus approval
3 – City Council Resolution upholding SUP approval
4 – Planning Commission Staff Report
5 – Planning Commission Resolutions
6 – Planning Commission meeting minutes
7 – City Council Staff Report dated July 16, 2013

[illegible]

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, minutes of testimony, 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 _____ day of _____, 2013, by the
following vote:

AYES:

NOES:

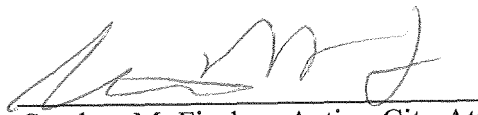
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Acting 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, minutes of testimony, 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:



Stephen M. Fischer, Acting 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 photo-voltaic (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:

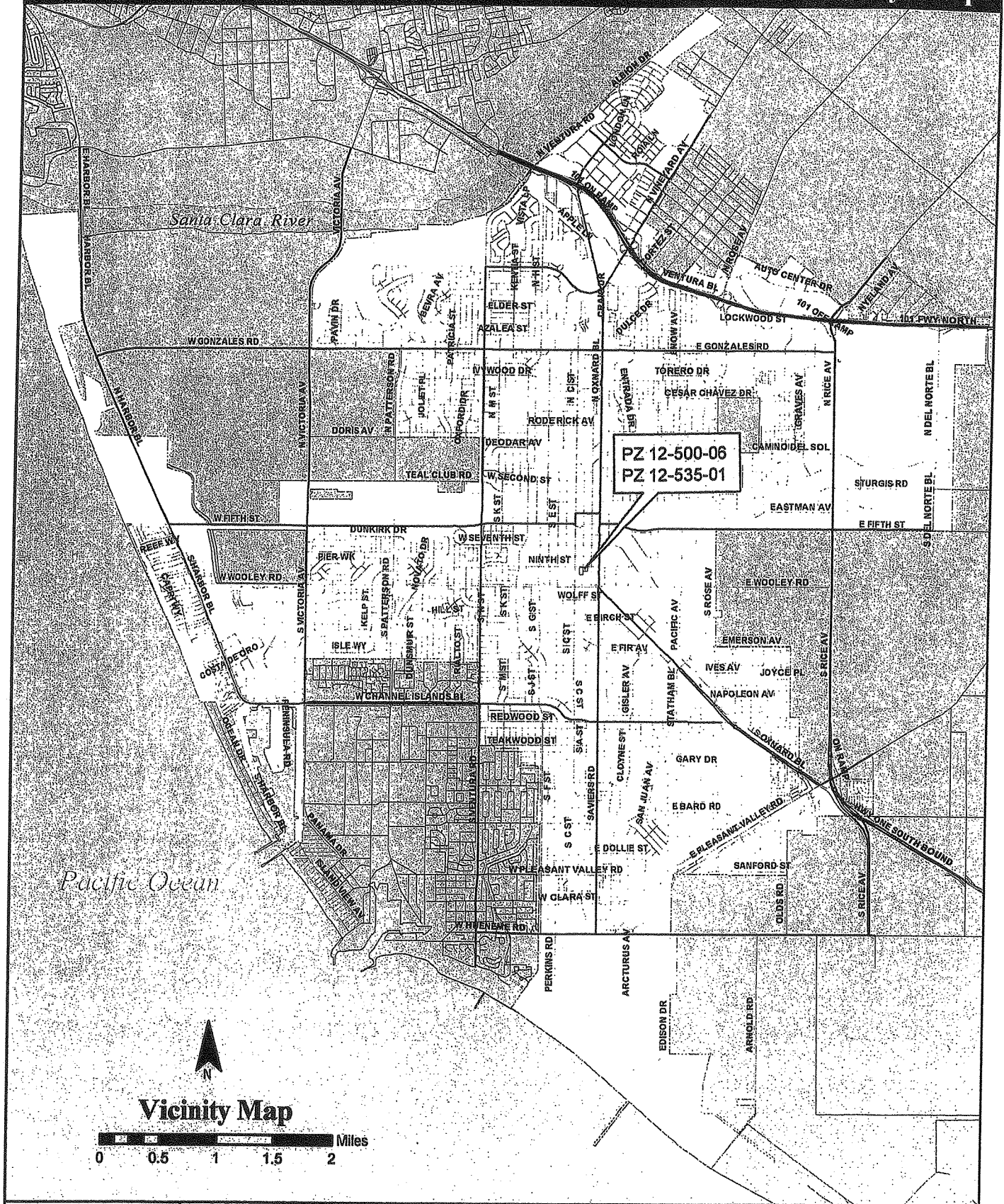
- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Notice of Exemption
- D. Resolutions

Prepared by:	
	BF
Approved by:	
	SM

ATTACHMENT "A"

Maps (Vicinity, General Plan, Zoning)

Vicinity Map



Vicinity Map

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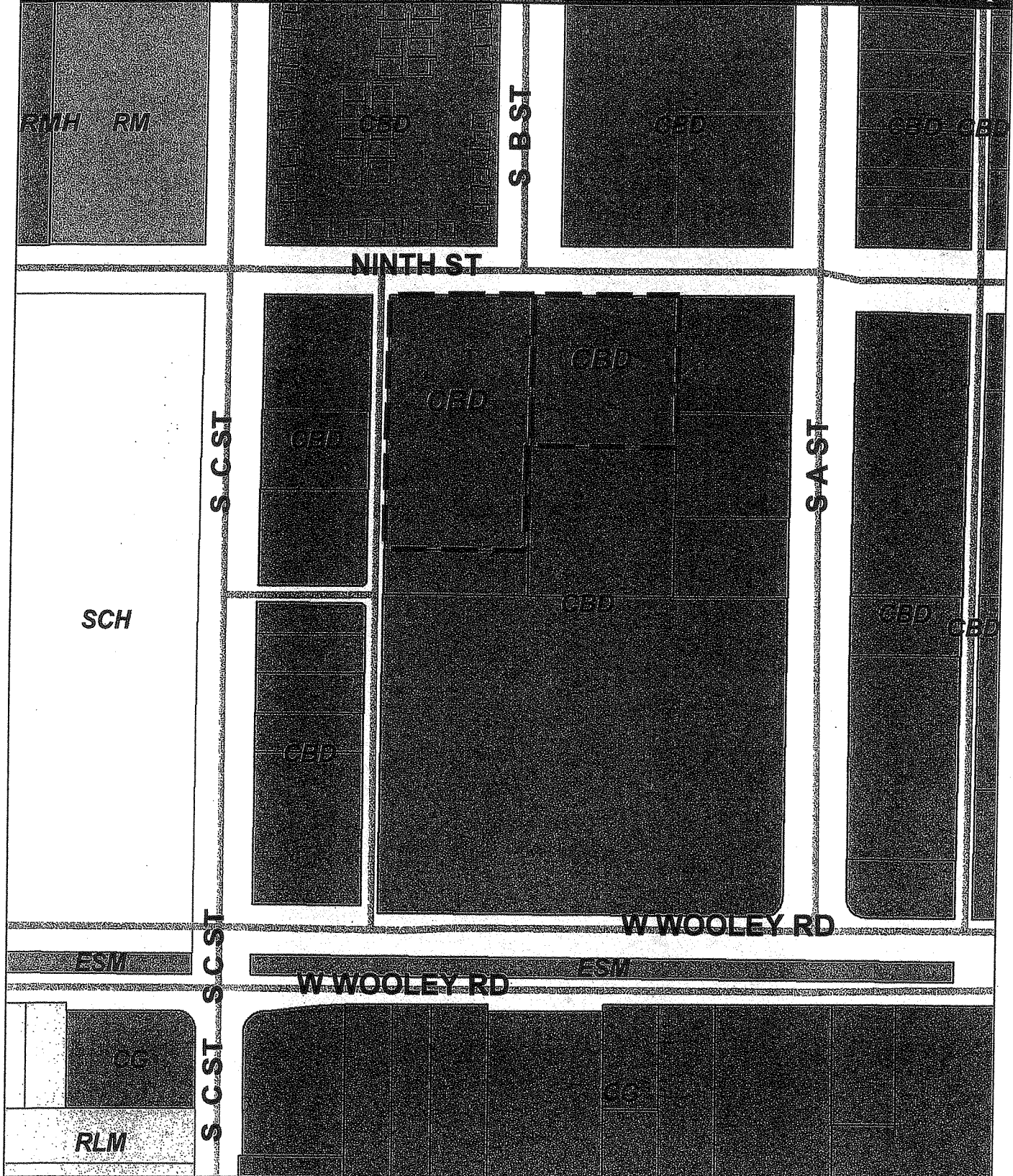
CITY OF
OXNARD
CALIFORNIA

Oxnard Planning
October 2, 2012

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

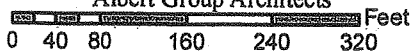
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2030 General Plan Land Use Map



Oxnard Planning
October 2, 2012

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

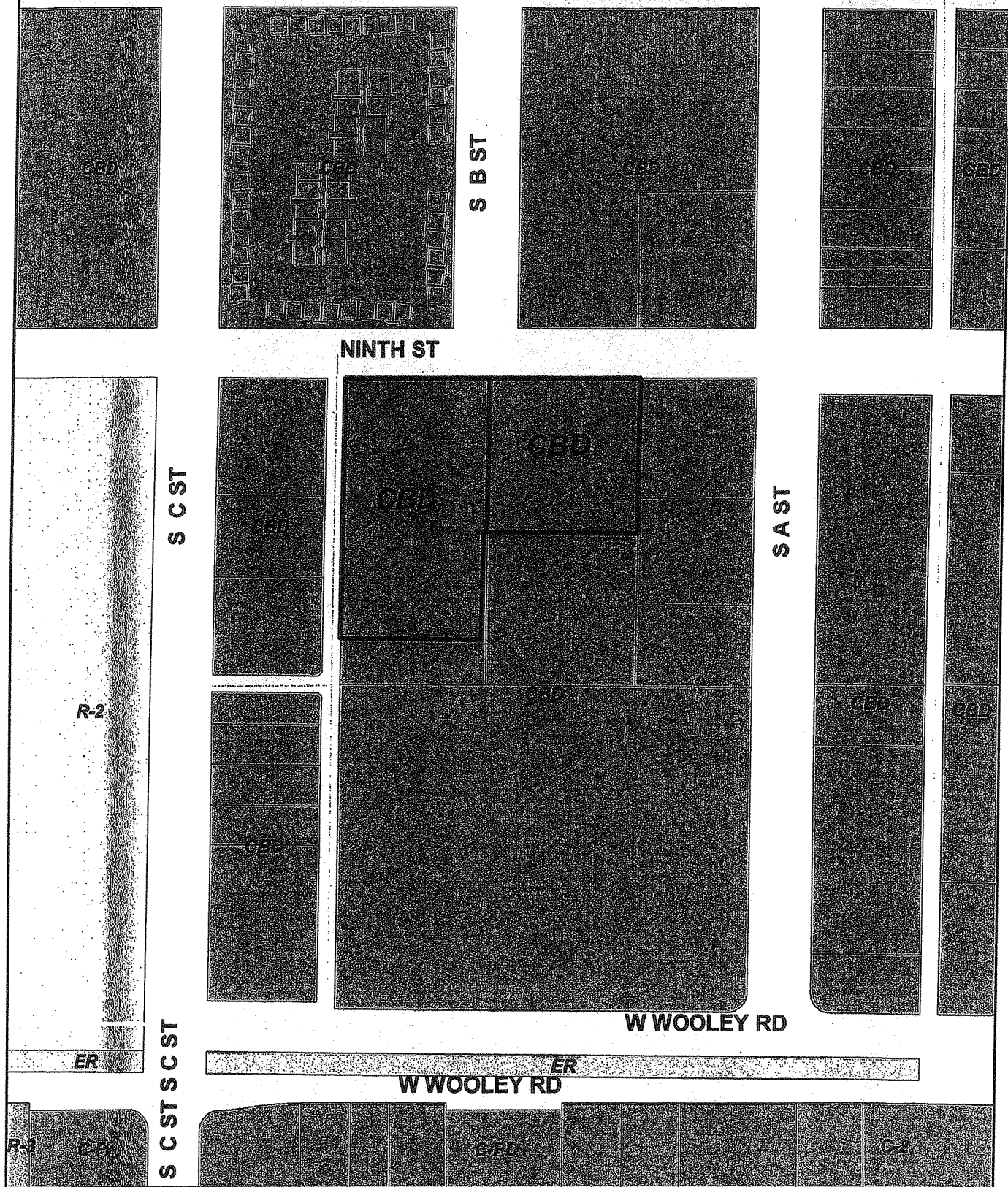


2030 General Plan Land Use Map



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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

0 37.5 75 150 225 300 Feet

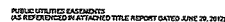
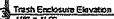
Zone Map



1:2,000

ATTACHMENT "B"

Reduced Project Plans



Item #2:
 Granted to:
 Purpose:
 Recorded:

Affects:	A portion of said land as described therein
Description:	Water Rights. (blanket in nature)
Item ID:	
Created by:	Associated Telephone Company, LLC

Grantee:	Associated Telephone Company, Ltd.
Purpose:	Public Utilities
Recorded:	August 12, 1951, in Book 1014, Page 584 of Official Records
Affects:	A portion of said land as described therein

Description: All poles, conduits and cables shall be installed and maintained within one foot of the North line of the property.

Item 64:

Granted by:	The City of Orem
Purpose:	Sewer line
Recorded:	August 22, 1963, in Book 2378, Page 234 of Official Records

Description: An assessment for the construction, reconstruction, operation, maintenance and repair of an underground, existing manhole, sewer line on, over, under, and through and across the

Item 05:
Granted to: The City of Oxnard

Purpose:	Utility and fire hydrant purposes
Recorded:	December 29, 1963, as Instrument No. 90-
189125	of Official Records
Affects:	A portion of said land as described therein
See official	Exhibit and Court Order of Appointment for this record

Item 67:
Granted by:
The amount:

PL00914:	Unity and the hybrid purposes
Recorded:	May 24, 1991, as Instrument No. 81-071703 of Official Records
Affects:	A portion of said land as described therein
Description:	Easement Grant Deed (Easement for Utility and

Item #0:
Granted to:
Purpose:

Recorded: June 23, 1991, as Instrument No. 01-050253 of
Official Records
A portion of said land as described therein
Assignment and right of way is construct, use,
Description: easement, hereby offer a full, valid, enforceable

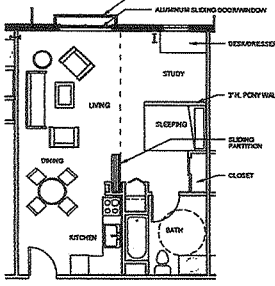
install, service, and repair, replace, reconstruct, inspect, and remove at any time and from time to time underground electrical supply systems and communication systems.

Oxnard Senior Housing

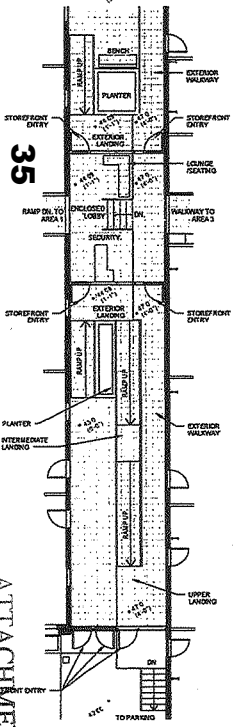
the albert
groun

PROJECT NUMBER	72240
CUP NUMBER	
PROJECT STATUS	Approved Entry Permit
OSHA DATE	8/21/78
SHEET NUMBER	A1.1

LIST OF FINISHES
KITCHEN
FOUR 1/2 BURNER STOVE TOP
SINK AND CUPBOARD
REFRIGERATOR AND FREEZER
ACCESSIBLE BATHROOM
SINK
TOILET
TUB SHOWER AND BATH
96 CUBIC FEET OF IN-UNIT CLOSET SPACE
22 CUBIC FEET OF REMOTE STORAGE PROVIDED IN
LEVEL OF AREA 3

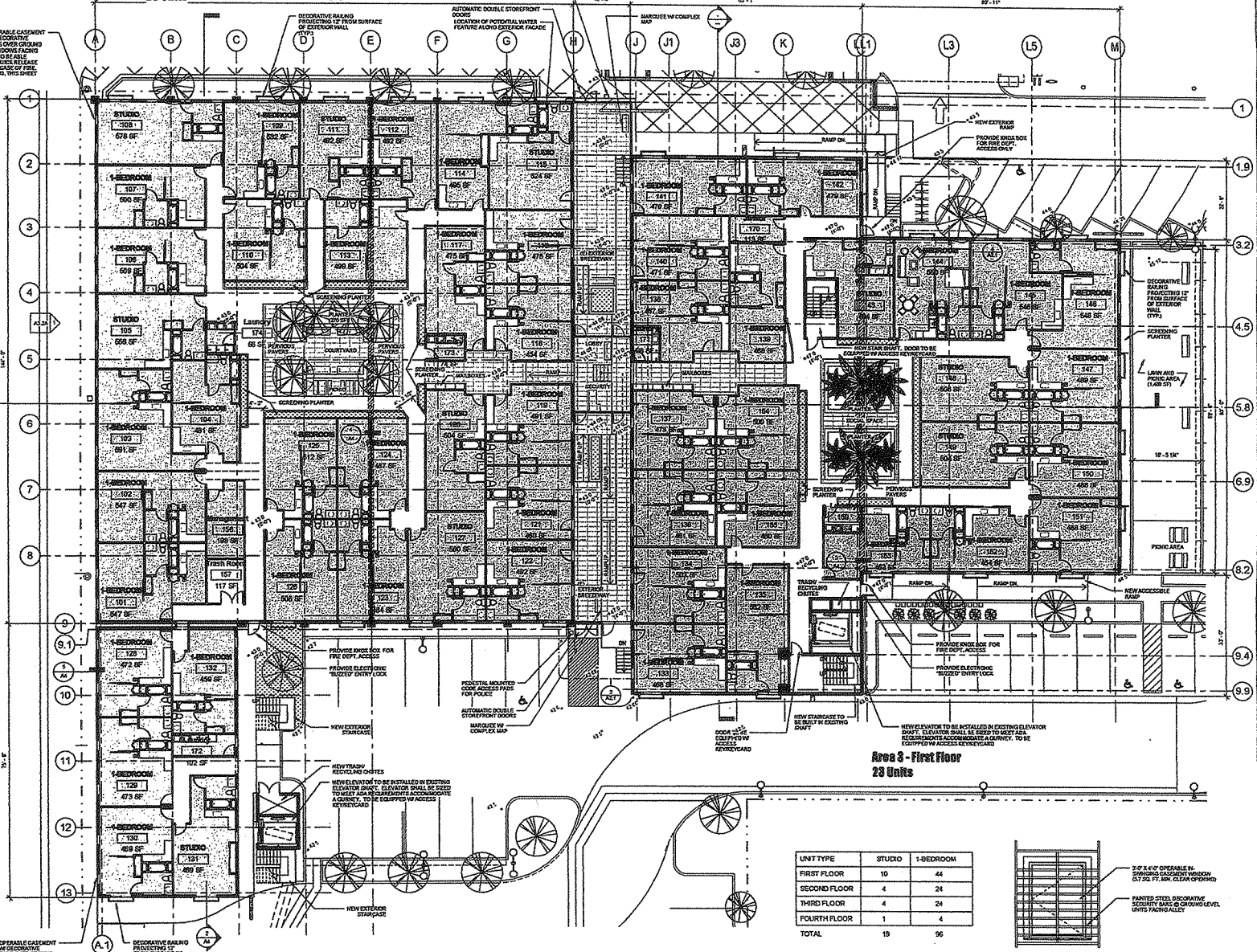


Estimated Studio Typical Unit Plan
9'-0" x 1'-0"



Estimated Stairway Entry Lobby Plan
10'-0" x 1'-0"

**Area 1 - First Floor
28 Units**

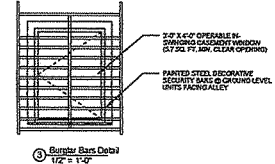


**Area 2 - First Floor
5 Units**



**Area 3 - First Floor
28 Units**

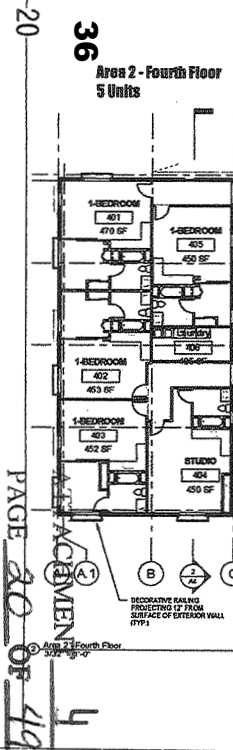
UNIT TYPE	STUDIO	1-BEDROOM
FIRST FLOOR	10	44
SECOND FLOOR	4	24
THIRD FLOOR	4	24
FOURTH FLOOR	1	4
TOTAL	19	96

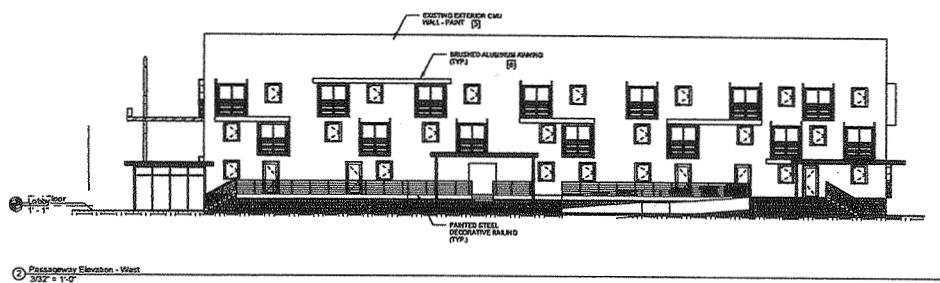


3. Regular Barn Detail
1'-2" x 1'-0"

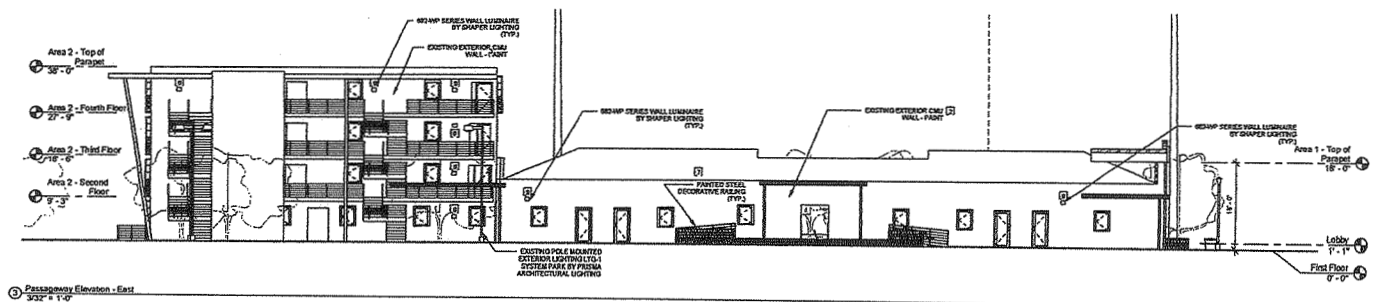
Onward Senior Housing

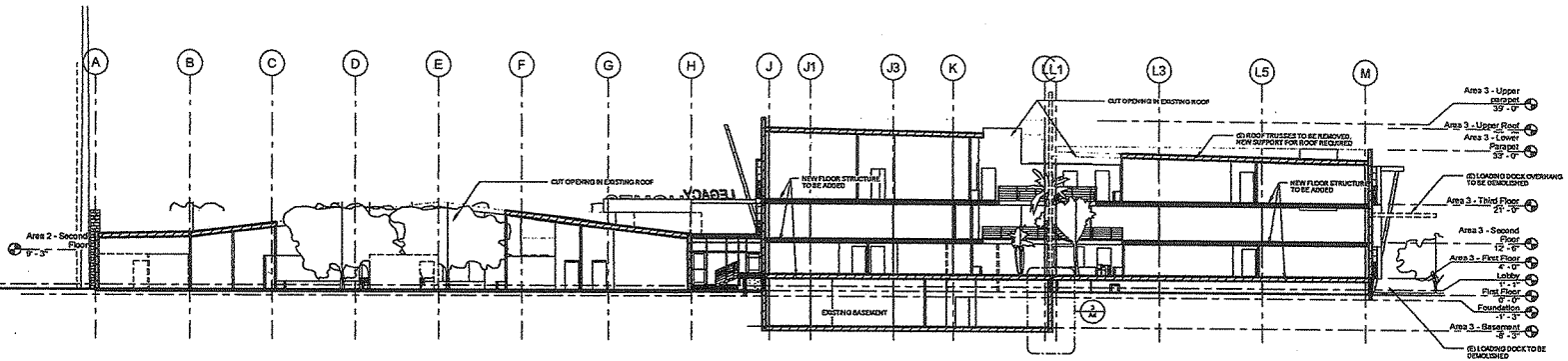
the albert group architects
PROJECT NUMBER
1218
CITY/STATE
PROJECT STAGE
Schematic Design
DATE
07/17
DESIGNED BY
WESTBANK
A2.1



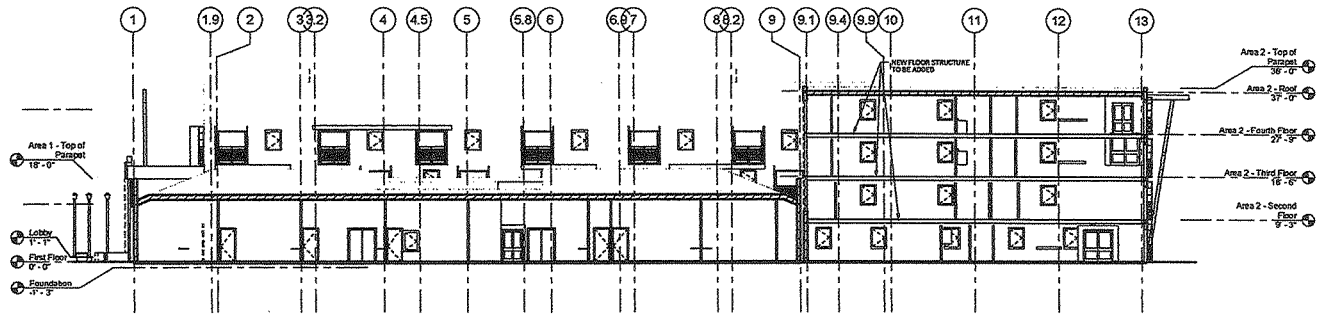


- 3 PAINT P1 - DUNN EDWARDS HARVEST TIME DES209
- 4 PAINT P2 - DUNN EDWARDS SAIL TO THE SEA DES563
- 5 PAINT P3 - DUNN EDWARDS BABY CHICK DES311
- 6 WEATHERED STEEL
- 7 ALUMINUM WINDOWS & PATIO DOORS
- 8 PAINTED ALUMINUM. SILVER COLOR SPEC TO BE DETERMINED
- 9 PAINTED STEEL (IRON GUARDRAILS & DECORATIVE RAELINGS, PAINTED WHITE (ITEM #6)
- 10 682-WP SERIES WALL LUMINAIRE BY SHAPER LIGHTING
- 11 POLE MOUNTED EXTERIOR LIGHTING SYSTEM PARK BY PRISMA ARCHITECTURAL LIGHTING
- 12 ACORN STYLE EXTERIOR LIGHT W/ FLUTED POLE - 4" WIDE AT TOP, 8" WIDE AT BOTTOM
- 13 PLANTER POT
- 14 EXTERIOR UPLIGHTING

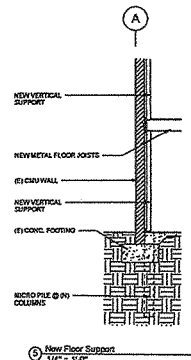




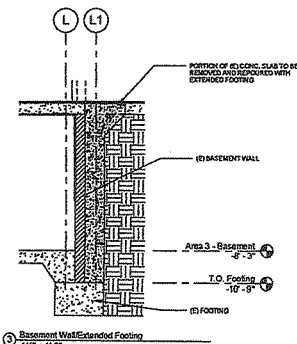
Section 1
3/32" = 1'-0"



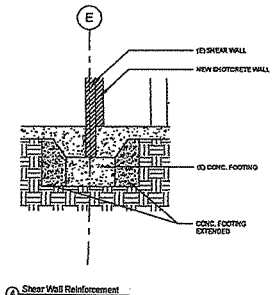
Section 2
3/32" = 1'-0"



Detail A
1/4" = 1'-0"



Detail B
1/4" = 1'-0"



Detail C
1/4" = 1'-0"

THE UNIVERSITY OF ALBERTA
SCHOOL OF ARCHITECTURE
100 UNIVERSITY AVENUE
EDMONTON, ALBERTA T6E 0A5
CANADA

PROJECT NAME
Oxnard Senior Housing

PROJECT NUMBER
18346

PROJECT STAGE
CONCEPT

PROJECT LOCATION
100 UNIVERSITY AVENUE
EDMONTON, ALBERTA T6E 0A5
CANADA

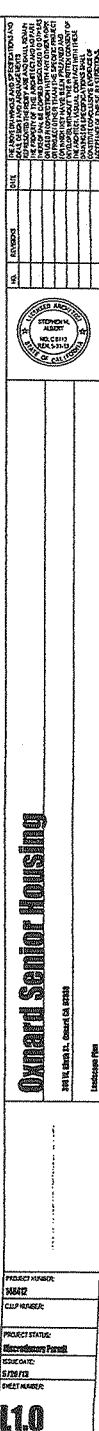
PROJECT DATE
2018

PROJECT ARCHITECT
M. J. J. ARCHITECTS

PROJECT ENGINEER
M. J. J. ARCHITECTS

PROJECT SHEET
SHEET 14/16

PROJECT SHEET
SHEET 14/16



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)

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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

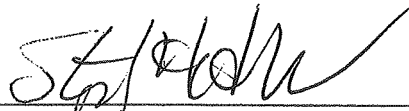
139. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition 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.

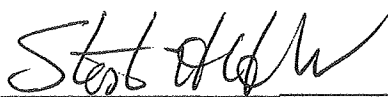
The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of very low and low income affordable units by number of bedrooms, standards for qualifying household 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

MINUTES

OXNARD PLANNING COMMISSION REGULAR MEETING June 6, 2013

A. ROLL CALL

At 7:01 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Commissioners Stephen Huber, Patrick Mullin, Gilbert Guevara, Sonny Okada, Vincent Stewart, and Steven Nash were present. Chairman Huber presided and called the meeting to order. Staff members present were: Susan Martin, Planning Manager, Paul Wendt, Senior Civil Engineer; Jason Samonte, Traffic Engineer; Stephen Fischer, Assistant City Attorney; Chris Williamson, Principal Planner, Brian Foote, Associate Planner; Kathleen Mallory, Contract Planner, and Lori Maxfield, Recording Secretary.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Huber led the pledge of allegiance.

C. PUBLIC COMMENTS

D. READING OF AGENDA

Planning Manager Martin reviewed the agenda.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – May 2, 2013

MOTION Commissioner Stewart moved and Commissioner Okada seconded a motion to approve the minutes of May 2, 2013 as presented. The question was called and the motion carried 6-0-1, Commissioner Murguia absent.

F. CONTINUED PUBLIC HEARINGS

1. Verbal Report on Energy Action Plan (Kathleen Mallory, Contract Planner; Chris Williamson, Principal Planner)

Principal Planner Williamson explained that the purpose of the meeting was to begin receiving comments on the final draft of the Energy Action Plan (EAP); Southern California Edison funded the study to identify how much electricity and natural gas were used in the Oxnard area between 2005-2010; what conservation measures had been done; two recommended programs, City government plan and Community plan; using the Planning Commission meeting as a forum for community outreach; and study session with City Council is scheduled for June 18, 2013.

Contract Planner Mallory indicated that the Southern California Edison contract requires the completed document to them by the end of June; discussed meetings with the INCF, and energy presentation with Ventura County Regional Energy Alliance; and explained the criteria for using Southern California Edison grant money.

Planning Commission discussed the City adopting an ordinance requiring the use of conduit for photovoltaic for roofs; rather than an additional position for a sustainability manager, use a City energy specialist with a funding mechanism similar to Portland, Oregon; opposed to the Regional Energy Network; eager to have the plan implemented; move up the implementation timeframe for creating opportunities for solar ready roofs in businesses that are renovating or rehabilitating; 10 percent is an achievable goal; if the plan is successful, the system for future savings will provide a mechanism for future funding; and a biennial review of the program including community involvement as part of the green team.

Contract Planner Mallory stated that the City was about to achieve the gold status level, and explained the incentive payment program through Southern California Edison that it provides.

Chairman Huber opened the public testimony. No comments were received, and the public testimony was closed.

Chairman Huber closed the public hearing.

G. NEW PUBLIC HEARINGS

1. PLANNING AND ZONING PERMIT NOS. 12-500-6 (Special Use Permit) & 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 repainting 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. The project is exempt from environmental review pursuant to Section 15332 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts LLC, 12210 Nebraska Ave., Los Angeles, CA 90025.

PROJECT PLANNER: Brian Foote

Associate Planner Foote presented the staff report including utilization of onsite parking lots; relief from onsite parking requirements; allow street parking on South B Street; new onsite landscaping

and trees; frontage improvements on Ninth Street; exempt from CEQA for infill development projects; surrounding uses; one primary point of access on Ninth Street; managers onsite 24 hours a day, and participate in a crime free area set up by the Police Department; minimum age requirement for senior housing is 55 years old; and access to the buildings is either with a pass code or key. He also displayed the location, General Plan and zoning maps; aerial and site photos; site, landscape, and floor plans; elevations; and aerial photo of B Street improvement with diagonal parking.

Mr. Steve Albert, architect for the project, gave a brief presentation including that this was an urban infill project; footprint and height remain the same; wifi provided throughout the facility; interior atrium was designed to be a gathering space in Buildings one and three; Fire safety features including sprinklers; parking; and explained why the balconies were so shallow.

Traffic Engineer Samonte stated that staff visited other senior living facilities in the area, and parking generation was less than one per unit, indicated that there would be parking on both sides of the street.

Mr. Essie Safaie explained why a Density Bonus permit was requested; a portion of the funding for the project would come from State tax credit; common space will have programs and entertainment that is funded through grants.

Senior Civil Engineer Wendt stated that there were no recyclable water lines in the area for landscaping; an evaluation was done to determine that the sewer lines had adequate capacity; and the project didn't meet the standards for undergrounding of utilities.

Chairman Huber opened the public testimony.

Ms. Eileen Tracy stated her concerns on how tenants would get groceries from the car to their unit; income levels; and parking on B Street.

Ms. Pat Brown discussed the age requirement; need for a car; carts for groceries to the units; suggested built in beds for the smaller units; utility poles should be undergrounded; security bars on the ground floor are unattractive; should have solar panels on the roofs, or a patio on the roof of each building.

Mr. Bert Perello asked whether State or federal funds would be used to build the facility; crime free housing projects have been used in the City with tremendous success; questioned the parking survey; Drifill School has increased in size, with accommodations made for street parking, and questioned how this increase would affect parking near the school; will there be restrictions if an assistant helping a tenant with medical needs wasn't 55 years old; will the project be wired for solar; and the parking, with the concessions is a big issue.

Chairman Huber closed the public testimony.

MOTION Commissioner Mullin moved and Commissioner Okada seconded a motion to adopt a resolution granting PZ 12-500-06, a 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; and recommending City

Council approval of PZ 12-535-1, a Density Bonus Permit with three concessions to modify development standards in accordance with Government Code Section 65915(d), located at 300 West Ninth Street, subject to certain findings and conditions. The question was called and the motion carried 6-0-1, Commissioner Murguia absent.

RECESS Chairman Huber called a recess at 9:33 p.m. The meeting reconvened at 9:42 p.m. with all Commissioners present, except Commissioner Murguia.

PLANNING AND ZONING PERMIT NO. 13-580-02 (Zone Text Amendment), 13-620-01 (General Plan Amendment), and 13-570-02 (Zone Change) to: 1) establish the All-Affordable Housing Opportunity Program (AAHOP) with implementing regulations and establish -AH additive zone designation, 2) amend AAHOP section within the 2006-2014 Housing Element (2030 General Plan, Chapter 8) and amend the AAHOP Supplement II site list with 2 additions, 1 deletion, and corrections, and 3) add -AH designation to existing zoning for AAHOP parcels. These actions implement 2006-2014 Housing Element, Program 3, as required by State Law. The -AH additive does not change uses and development standards under existing zoning; the -AH additive allows for 18, 20, or 24 units per acre density, depending on the site, only if the entire housing development is affordable to very low and low income households. The cumulative development opportunity of -AH parcels allows the City to exceed the remaining very low and low income affordable housing 2006-2014 planning target. The certified 2030 General Plan Final Environmental Impact Report examined the potential impacts associated with the proposed action. Filed by Planning Division, 214 South C Street, Oxnard, CA 93030.

PROJECT PLANNER: Chris Williamson

Principal Planner Williamson presented the staff report including the history of Housing law; City initiated housing overlay (AAHOP), and what it does; retained a specialized consulting team who does Housing Elements (PMC); certified by the State (Housing and Community Development) in 2012; the next Housing Element is due in October; focus of meeting will be on Program 3 (opportunity sites for AAHOP); City will set up opportunities for low and very low income housing; recommend amending the zoning ordinance to create a new designation (-AH); new designation allows City density bonus of up to 24 units per acre, it varies by site, and only applies to 100 percent very low and low income units; affordable housing would still be allowed on other properties, not only within the new designation; designation allows for one development standard concession; project would be approved through a Development Design Review process; projected housing needs; recommended actions are to amend the General Plan, Chapter 8, AAHOP section, adopt an uncodified ordinance establishing AAHOP and the -AH additive zone with implementation regulations, and adopt a Zone Change ordinance applying -AH designation to 116 parcels; and AAHOP site list changes. He also displayed the map depicting the AAHOP sites.

Planning Commission strongly recommended that staff be as inclusive as possible when AAHOP projects go through the Community Workshop stage, by blanketing the area and possibly including renters, as well as property owners in the notification process.

Assistant City Attorney Fischer explained the definition of uncodified ordinances.

Chairman Huber opened the public testimony.

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 Planner ~~BA~~ Agenda Item No. I-1

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

DATE: July 16, 2013

TO: City Council

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

SUBJECT: 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



Meeting Date: 09/10/13

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager *KH* Agenda Item No. K-1

Reviewed By: City Manager *MMK* City Attorney *SMF* Finance *WME* Other N/A

DATE: August 15, 2013

TO: Community Development Commission Successor Agency

FROM: Kymberly Horner
Interim Redevelopment Services Manager *Kymberly Horner*

SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2014 – June 30, 2014

RECOMMENDATION

That the Community Development Commission Successor Agency (“Successor Agency”) adopt a Resolution approving the Fifth Recognized Obligation Payment Schedule (ROPS) 13-14B covering the period of January 1, 2014 – June 30, 2014.

DISCUSSION

ROPS 13-14B

In accordance with Health and Safety Code section 34177, a ROPS is prepared by the successor agency for the enforceable obligations of the former redevelopment agency. The ROPS shall list all outstanding obligations, the contract or agreement the agency entered into, the payee, a description of the project, the total outstanding debt, the total due in a specified fiscal year and the funding source. The funding sources range from bond proceeds, reserve balances, administrative allowances and redevelopment property tax trust funds (“RPTTF”) formerly known as tax increment.

Health and Safety Code section 34177 (m) requires the State Department of Finance (“DOF”) to provide successor agencies with the ROPS template and instructions for the period January 1, 2014 – June 30, 2014. This time period is commonly referred to as the ROPS V, however the DOF refers to the ROPS for this period as the ROPS 13-14B. The new naming convention represents the ROPS for the Fiscal Year 2013-2014 and “B” representing the second half of the fiscal year. From this point forward, staff will refer to the January 1, 2014 – June 30, 2014 ROPS, as ROPS 13-14B.

CHANGES IN THE ROPS 13-14B

Beginning with ROPS 13-14B, agencies are now required to submit an advance copy of the ROPS to the DOF for review of the document's completeness. Once the document has been submitted, it is subject to a data validation process which determines if all required fields are completed. The new validation system will provide the sender with an acceptance message or a list of the errors to be corrected and re-submitted.

The online ROPS data validation process is required prior to submitting the ROPS to the Oversight Board and DOF for approval.

Under AB1X 26, the repayment of many loans made in good faith by a city to its redevelopment agency became unenforceable, and not subject to repayment. Specifically, Health and Safety Code Section 34171(d)(2) states that agreements, contracts, or arrangements between a city and its redevelopment agency are not enforceable unless the loans were entered into within the first two years of the redevelopment agency's formation (the validity of this provision is still being challenged in the courts).

The City had four outstanding loans to the former redevelopment agency as of the February 1, 2012 redevelopment agency dissolution date. These loans are listed in the table below:

<u>City Loans to the RDA</u>	<u>Year of Issue</u>	<u>Original Issue Amount</u>	<u>Principal & Interest Outstanding</u>
R-108 Downtown Project	1966	1,399,637.00	372,464.06
CCRP Short Term Loan (Acquisition of 455 S. A St.)	2003	1,250,000.00	1,283,863.63
CCRP Short Term Loan (Acquisition of 455 S. A St.)	2004	750,000.00	770,318.18
CCRP Long-Term General Fund Loan	1986	3,673,913.00	<u>8,282,851.57</u>
Grand Total			<u>10,709,497.44</u>

Nevertheless, under AB 1484 loan agreements between a city and its redevelopment agency that were previously deemed not to constitute enforceable obligations, can once again be deemed to be enforceable obligations, upon a Successor Agency's receipt of a "Finding of Completion" from the DOF. The Successor Agency received its Finding of Completion from the DOF on June 4, 2013. Notwithstanding that the loans may be reinstated under AB 1484, the repayment amounts for the loan agreements are still

limited. Generally, amounts available for repayment will be restricted by how much RPTTF remains, if any, after payments have been made for all pass-throughs, enforceable obligations, County Auditor-Controller administrative costs, the Successor Agency's administrative cost allowance, and any reimbursement sought by the State Controller. This amount of remaining RPTTF is sometimes referred to as the "remainder RPTTF" under AB 1484, which, if there is any during a 6-month ROPS period, is distributed to taxing entities according to their ordinary pro-rata share of property taxes. In addition, accumulated interest on the loan must be recalculated from the loan origination at the Local Agency Investment Fund ("LAIF") interest rate and supersedes any different interest calculation in the loan agreement. On a going forward basis, interest is also limited to the LAIF rate. Because of this legal limitation on the amount of interest that can accrue over the life of a loan, the outstanding amounts for the loans will be lower than originally stated.

Furthermore, annual repayment of the loans is capped at 50% of the difference between the amount of money distributed to the other taxing entities in the current fiscal year above the amount distributed to them in FY 2012-2013. Lastly, a condition precedent to such loans being deemed enforceable obligations is the oversight board making a finding via resolution that the loans were for legitimate redevelopment purposes.

Upon approval of the ROPS 13-14B by the Successor Agency, the document is submitted to the Oversight Board. It is also concurrently submitted to the County Administrative Officer, the County Auditor-Controller, and the DOF for approval. Additionally, the Successor Agency is required to post a copy of the document to its website.

The ROPS is always forward looking to the next six months. ROPS I covered the period February 1, 2012- June 30, 2012. ROPS II covered the period July 1, 2012 – December 31, 2012 ROPS III covered the period January 1, 2013 – June 30, 2013 and the current ROPS 13-14A covers the period July 1, 2013 – December 31, 2013.

Successor agencies are required to submit an oversight board-approved ROPS to the DOF and to the County Auditor-Controller no fewer than 90 days before the date of property tax distribution. The ROPS 13-14B is required to be submitted to the DOF by October 1, 2014.

The DOF has 45 days after the ROPS is submitted to make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations.

Within five business days of the DOF's determination, a successor agency may request additional review by the department and an opportunity to meet and confer on disputed items.

California Environmental Quality Act (CEQA)

The actions set forth in the recommended accompanying resolution, as summarized above, are exempt under the Guideline 15378 (b)(4) of the CEQA in that the actions do not constitute a “project,” but instead are required to continue a governmental funding mechanism for enforceable obligations of the former Community Development Commission and to perform the statutorily mandated unwinding of the assets, liabilities and functions of the former Community Development Commission pursuant to the Dissolution Act.

Conclusions:

AB 1484 greatly expanded the review period and authority of the DOF and significantly changed the ROPS review and approval process. Furthermore, amendments to section 34179(h) of the Health and Safety Code, give the DOF the authority to eliminate or modify any item on the ROPS being reviewed under Section 34179 prior to the DOF approval.

If a Successor Agency does not timely submit a ROPS pursuant to the deadlines set forth in AB 1484, then the Sponsoring Community may be subject to a \$10,000 per day civil penalty for each day the ROPS is delinquent. In addition, failure of a Successor Agency to submit a ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency’s maximum administrative cost allowance for the period covered by the delinquent ROPS (per Health and Safety Code section 434177 [m][2]).

The ROPS 13-14B covering the period of January 1, 2014 – June 30, 2014 must be approved by the Oversight Board by October 1, 2013. The Successor Agency’s ROPS 13-14B is largely in its final form regarding all dollar amounts however, the document has some formatting issues that DOF is assisting staff in correcting. The ROPS 13-14B is scheduled to be considered by the Oversight Board at its September 19, 2013 meeting.

After its adoption, the ROPS is required to be posted on the City website and provided to the County Auditor-Controller, the California State Controller and the DOF. The ROPS must then be certified by the Ventura County Auditor-Controller and approved by the Oversight Board and by the DOF. The attached resolution authorizes Staff to administratively amend the ROPS in order to remove therefrom line items which are subsequently disapproved by the Oversight Board and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484, in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of ROPS 13-14B will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Failure to approve and submit the ROPS 13-14B by the deadlines required by AB 1484 will result in \$10,000 per day civil penalties.

Attachment 1 – Resolution

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY ADOPTING A FIFTH RECOGNIZED OBLIGATION PAYMENT
SCHEDULE (ROPS 13-14B) FOR JANUARY 1, 2014 – JUNE 30, 2014

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

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

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

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“ROPS”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34169(h) provides that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance’s revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

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WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, the Proposed Fifth ROPS (13-14B) identifies each enforceable obligation on which payments will be required during the period of January 1, 2014 through June 30, 2014.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to remove line items which are subsequently disapproved by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. Successor Agency staff is authorized to include on the ROPS any items which were approved on ROPS I, ROPS II, ROPS III and ROPS IV but not fully expended.

Section 6. This Resolution shall take effect immediately upon its adoption.

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Section 7. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen Fischer, General Counsel

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Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: Oxnard
Name of County: Ventura

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Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 9,865,515
B Bond Proceeds Funding (ROPS Detail)		9,865,515
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		-
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 19,756,388
F Non-Administrative Costs (ROPS Detail)		19,180,959
G Administrative Costs (ROPS Detail)		575,429
H Current Period Enforceable Obligations (A+E):		\$ 29,621,903

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I Enforceable Obligations funded with RPTTF (E):		19,756,388
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)		-
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 19,756,388

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L Enforceable Obligations funded with RPTTF (E):		19,756,388
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)		-
N Adjusted Current Period RPTTF Requested Funding (L-M)		19,756,388

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Fund Balances

(Report Amounts in Whole Dollars)

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Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required to satisfy an enforceable obligation.

A	B	C	D	E	F	G	H	I	J	K	ATT	PAGE
Fund Balance Information by ROPS Period		Fund Sources								Comments		
		Bond Proceeds		Reserve Balance		Other	RPTTF					
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Review balances retained for approved enforceable obligations	RPTTF balances retained for bond reserves	Rent, Grants, Interest, Etc.	Non-Admin	Admin	Total			
Fund Balance Information by ROPS Period												
ROPS III Actuals (01/01/13 - 6/30/13)												
1	Beginning Available Fund Balance (Actual 01/01/13) Note that for the RPTTF, 1 + 2 should tie to columns L and Q in the Report of Prior Period Adjustments (PPAs)	10,927,564		-			4,288,902	126,102	\$ 15,342,568			
2	Revenue/Income (Actual 06/30/13) Note that the RPTTF amounts should tie to the ROPS III distributions from the County Auditor-Controller	1,257				57,490	10,382,854	180,207	\$ 10,621,808			
3	Expenditures for ROPS III Enforceable Obligations (Actual 06/30/13) Note that for the RPTTF, 3 + 4 should tie to columns N and S in the Report of PPAs	972,188					16,498,622	516,158	\$ 17,986,968			
4	Retention of Available Fund Balance (Actual 06/30/13) Note that the Non-Admin RPTTF amount should only include the retention of reserves for debt service approved in ROPS III						-	-	\$ -			
5	ROPS III RPTTF Prior Period Adjustment Note that the net Non-Admin and Admin RPTTF amounts should tie to columns O and T in the Report of PPAs.	No entry required					-	-	\$ -			
6	Ending Actual Available Fund Balance (1 + 2 - 3 - 4 - 5)	\$ 9,956,633	\$ -	\$ -	\$ -	\$ 57,490	\$ (1,826,866)	\$ (209,849)	\$ 7,977,408			
ROPS 13-14A Estimate (07/01/13 - 12/31/13)												
7	Beginning Available Fund Balance (Actual 07/01/13) (C, D, E, G, and I = 4 + 6, F = H4 + F6, and H = 5 + 6)	\$ 9,956,633	\$ -	\$ -	\$ -	\$ 57,490	\$ (1,826,866)	\$ (209,849)	\$ 7,977,408			
8	Revenue/Income (Estimate 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distributions from the County Auditor-Controller	-					6,934,855	250,000	\$ 7,184,855			
9	Expenditures for 13-14A Enforceable Obligations (Estimate 12/31/13)	-					8,141,832	250,000	\$ 8,391,832			
10	Retention of Available Fund Balance (Estimate 12/31/13) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14A	-					-	-	\$ -			
11	Ending Estimated Available Fund Balance (7 + 8 - 9 - 10)	\$ 9,956,633	\$ -	\$ -	\$ -	\$ 57,490	\$ (3,033,843)	\$ (209,849)	\$ 6,770,431			

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Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail
January 1, 2014 through June 30, 2014
 (Report Amounts in Whole Dollars)

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Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail															
January 1, 2014 through June 30, 2014															
(Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 129,279,305		\$ 9,865,515	\$ -	\$ -	\$ 19,180,959	\$ 575,429	\$ 29,621,903
1	CCRP Tax Allocation Refunding Bond 2004		4/1/2004		Wells Fargo/Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	16,807,854	N				1,392,849		\$ 1,392,849
2	CCRP Assessment District Payment		7/1/2006	12/31/2014	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	282,274	N				141,137		\$ 141,137
3	Downtown Buildings (3)		7/31/2012	2014 Pending	Alert Property Mgmt. Co.	Property Management	CCRP	14,400	N				7,200		\$ 7,200
4	Downtown Buildings (3)		7/31/2012	2014 Pending	Alert Property Mgmt. Co.	Property Maintenance	CCRP	48,000	N				24,000		\$ 24,000
5	Heritage Square HOA Dues		12/13/1990		Monthly Association Dues	Per HSPOA Agreement	CCRP	24,000	N				12,000		\$ 12,000
6	CCRP Homeowner Property Dues		7/29/2008	6/30/2014	Heritage Square HSPOA	Heritage Square Annual Maintenance Subsidy Homeowner Dues Heritage Square	CCRP	43,000	N				43,000		\$ 43,000
7	Façade and Paint Improvement Program		1/30/2012	1/30/2017	Downtown Façade - approved project Golden Chicken Inn	Capital Improvement Project	CCRP		N						\$ -
8	Contracts and Services			3/10/2014	Economic Development Collaborative Ventura County	Real Estate	CCRP		N						\$ -
9	Contracts and Services				TBD	Real Estate Services	CCRP	30,000	N				15,000		\$ 15,000
10	Project Management				City Community Development	Property management, project management and inspection	CCRP	55,120	N				27,580		\$ 27,580
12	McGrath Wheel Chair Lift		4/1/2013	12/31/2013	Contractor/City	New Wheel Chair Lift for CDC owned Property	DT	80,000	N				80,000		\$ 80,000
13	Heritage Square Facility Rental Progam				Verizon California Office Depot Mehle Printing Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I Print on Deman	Heritage Square Reimbursement	DT	9,489	N				4,744		\$ 4,744
14	Contracts and Services		6/1/2004	12/31/2006	Mayer, Hoffman, McCann P.C	Theater Analysis	DT		N						\$ -
15	Project Management				City Community Development	Property management, project management and inspection	DT	59,350	N				29,675		\$ 29,675
17	HERO Tax Alloc Bond 2006			9/1/2035	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs	HERO	17,822,697	N				789,709		\$ 789,709
18	HERO Tax Alloc Bond 2008			9/1/2028	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	19,489,584	N				737,538		\$ 737,538
19	HERO RiverPark OPA			6/12/2014	RiverPark A, Shea Homes,	Infrastructure Improvements New Develop	HERO		N						\$ -
20	HERO Wagon Wheel "The Village" Housing		3/23/2010	3/31/2015	Oxnard CRFL Partners, LLC, OVFA, OVI	Wagon Wheel Affordable Housing Loan	HERO	990,000	N				990,000		\$ 990,000
21	HERO Colonial House		4/26/2011	3/22/2046	Oxnard Pacific Associates/Pacific West Communities	Colonial House Affordable Housing Project	HERO		N						\$ -
22	HERO EDKOH Affordable Housing		4/26/2011		Sonata At RiverPark Partners, LP/ED KOH	Affordable Housing Loan	HERO		N						\$ -
23	HERO Home Buyer		7/20/2010	7/1/2015	Aldersgate	Funds for Aldersgate Project	HERO	500,000	N				500,000		\$ 500,000
24	HERO RiverPark		5/18/2010		RiverPark A Manag Member/ RiverPark Legacy,LLC	Affordable Housing	HERO	3,402,647	N				316,985		\$ 316,985
25	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Francisco De Asis Campos & Rosa Linda Campos	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
26	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Emmanuel John Cervantes & Jonathan Castaneda	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
27	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Pedro Dimas & Thuylinh Nguyen Dimas	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
28	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Everardo G. Dominguez & Imelda Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200

Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail
January 1, 2014 through June 30, 2014
 (Report Amounts in Whole Dollars)

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
29	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Felipe Dominguez & Yanira Montejano Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
30	Affordable Housing Reimbursement Agreement		9/30/2010	12/28/2017	Vairo Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
31	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Juan J. Leyva & Rocio Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
32	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Jose Luis Menchaca & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
33	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2012	Salvador De Jesus Munoz & Ofelia Munoz	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
34	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
35	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Christina M. Therrien	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
36	Affordable Housing Reimbursement Agreement		9/30/2010	9/30/2017	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		\$ 1,200
37	Cuesta Del Mar Housing Project		7/21/2009	7/1/2036	Housing Authority	Affordable Housing Project	HERO		N						\$ -
38	Contracts and services		12/12/2011	12/31/2012	HDL Coren and Cone	Property Tax and Tax Increment Preparation	HERO	40,000	N				10,000		\$ 10,000
39	Contracts and services		7/11/2001	6/30/2013	HRD, Inc	Legal Advocacy, Federal	HERO	15,042	N				7,521		\$ 7,521
40	HERO RiverPark MOU to OPA		9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	HERO	8,228,004	N				794,584		\$ 794,584
42	South Oxnard Library		1/13/2011	1/13/2013	Gibbs, Giden, Locher, Turner & Senet/ Contractor	Capital Improvement Project and Legal Fees	Southwinds	330,000	N				100,000		\$ 100,000
43	ICSC				ICSC and various vendors	Retail Real Estate Convention	HERO	15,000	N						\$ -
44	Project Management				City Employees	Property management, project management and inspection	HERO	211,540	N				105,760		\$ 105,760
45	HERO Façade Program		1/30/2012		Dominick's Italian Restaurant (Brian Hengeller)	Capital Improvement Project	HERO		N						\$ -
46	HERO Façade Program		1/30/2012		Bobilu Center (James Suk Man Lee)	Capital Improvement Project	HERO		N						\$ -
47	HERO Façade Program		1/31/2012		Video Liquidators (James Suk Man Lee)	Capital Improvement Project	HERO		N						\$ -
48	Ormond Beach Tax Alloc Bond 2006			9/1/2035	Wells Fargo	Street Reconstruction Project	Ormond Beach	7,616,300	N				350,371		\$ 350,371
49	Project Management				City Employees	Property management, project management and inspection	Ormond Beach	12,090	N				6,045		\$ 6,045
50	Southwinds Tax Allocation Bond 2006		6/28/2005	9/1/2035	Wells Fargo	Street Reconstruction Bond	Southwinds	4,354,102	N				204,310		\$ 204,310
51	Project Management				City Employees	Property management, project management and inspection	Southwinds	10,850	N				5,420		\$ 5,420
52	Downtown Lease Guarantee Pmt 50%		11/26/2003	11/26/2009	Oxnard Theater Group	*Downtown Theater lease guarantee payment	CCRP/DT	22,705,200	N				667,800		\$ 667,800
53	Laundromat Project				Van Merill	Site location assistance & Building Improvement Per approval in connection to acquisition of 318 W 5th Street	CCRP & HERO		N						\$ -
54	Bond Counsel		4/1/2007	5/31/2008	Goodwin and Proctor	Legal Counsel for CDC Bonds	All	10,000	N				5,000		\$ 5,000
55	Contracts and Services		1/1/2003	8/30/2014	Kane, Ballmer, and Berkman	Agency Legal Counsel	All & Housing	150,000	N				75,000		\$ 75,000
56	Contracts and Services		7/1/2005	6/30/2015	EDCO	Economic Development Functions	All	104,000	N				52,000		\$ 52,000
57	Contracts and Services		11/10/2010	12/31/2011	Tom Figg	Project Development and : Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and funding commitments	All & Housing	90,000	N				45,000		\$ 45,000
58	Contracts and Services		2/1/2009	1/31/2013	R.A. Atmore & Sons	Weed Abatement	CCRP/DT/OB	50,000	N				25,000		\$ 25,000
59	Contracts and Services		8/1/2009	2/1/2011	National Development Council	Affordable Housing-Advising on equity sources and structuring	All & Housing	90,000	N				45,000		\$ 45,000
60	Contracts and Services		12/12/2011	12/31/2016	Hdl Coren & Cone	Property Tax and Tax Increment Prep	All & Housing	20,000	N				20,000		\$ 20,000
61	Contracts and Services		7/1/2011	6/30/2013	Michael J. Arnold & Associates	Legal Advocacy - State	HERO/Ormond	24,500	N				12,000		\$ 12,000
62	Contracts and Services				tdb	Legal counsel for Oversight Board	All		N						\$ -
63	Trustee Services				Wells Fargo Bank	Debt service administration for bond issues	CCRP/HERO/SWO rmond	12,000	N				6,000		\$ 6,000

ATTACHMENT

PAGE

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ATTACHMENT 1
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ATTACHMENT 14B by the SA

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Meeting Date: 09 / 10 / 13

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

Prepared By: Daniel Martinez *DM* Agenda Item No. N-1

Reviewed By: City Manager *MMH* City Attorney *SMF* Finance *MM* Other (Specify) N/A

DATE: August 26, 2012

TO: City Council

FROM: Daniel Martinez, City Clerk *Daniel Martinez*

SUBJECT: Appointment of Councilmembers to Various Boards, Commissions, and Committees

RECOMMENDATION

1. That the Mayor, with the approval of the City Council, appoint Councilmember Perello to the following boards, commissions and committees:

- A) Big Independent Cities Excess Pool Joint Powers Authority;
- B) Channel Islands Harbor Task Force;
- C) Economic Development Corporation of Oxnard;
- D) Oxnard Convention & Visitors Bureau (Alternate);
- E) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (Alternate);
- F) Southern California Association of Governments;
- G) Ventura County Regional Energy Alliance;
- H) Ormond Beach Property Oversight Ad Hoc Committee;
- I) Policies and Procedures Committee; and

2. That the Mayor, with the approval of the City Council, appoint or move Councilmembers from an assigned appointment(s) if necessary:

- a) Association of Water Agencies for Ventura County (one primary and alternate);
- b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate);
- c) Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate*);
- d) Economic Development Collaborative –Ventura County (one primary)
- e) Economic Development Corporation of Oxnard (two primary);
- f) Gold Coast Transit (one primary and alternate);
- g) InterCity Transit (sub-committee of VCTC Vista) (one primary);
- h) Las Cortes Housing Development Corporation (two primary);
- i) Oxnard Convention & Visitors Bureau (one primary and alternate);
- j) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate);

* Alternate may be a staff member.

- k) Performing Arts and Convention Center Corporation (two primary);
- l) Point Mugu Regional Airport Authority (one primary and alternate);
- m) Regional Defense Partnership for the 21st Century (one primary and alternate);
- n) Oxnard Successor Agency Oversight Board (one primary)
- p) Southern California Association of Governments (one primary and alternate);
- q) Ventura Council of Governments (one primary and alternate);
- r) Ventura County Animal Regulation Commission (one primary and alternate);
- s) Ventura County Regional Energy Alliance (one primary and alternate);
- t) Ventura County Local Agency Formation Commission (one primary if appointed);
- u) Ventura County Air Pollution Control District Board (one primary);
- v) Ventura County Transportation Commission (one primary);
- w) Ventura Regional Sanitation District (one primary and alternate);
- x) Channel Islands Harbor Task Force (two primary);
- y) City Wide Enhancement Program (two primary);
- z) City Manager Recruitment Ad Hoc Committee (two primary);
- aa) Cultural Arts Committee (two primary);
- bb) Downtown Improvement Task Force (two primary);
- cc) Fiscal Policy Task Force (two primary);
- dd) Graffiti Task Force (two primary);
- ee) Homeless Plan Working Group
- ff) Mobile Food Facilities (MFF) Ad Hoc Committee (two primary)
- gg) Ormond Beach Property Oversight Ad Hoc Committee (two primary);
- hh) Oxnard Downtown Management District (two primary);
- ii) Policies and Procedures Committee (two primary);
- jj) Transportation Policy Committee (two primary);
- kk) Utilities Task Force (two primary); and

3. That the City Council, as a whole, appoint or move Councilmembers from the Oxnard Airport Authority if necessary.

DISCUSSION

Councilmembers were appointed to various boards and committees after the November 6, 2012 regular municipal election. On the June 4, 2013 special election, Councilmember Perello was elected and increased the Oxnard Council from four to five members. The Mayor with the approval of the City Council may appoint Councilmember Perello to various boards, commissions and committees.

FINANCIAL IMPACT

None.

Attachment 1 – List of 2013 Boards, Commissions and Committees.

CURRENT BOARDS/COMMISSIONS/COMMITTEES

Mayor Flynn

1. Big Independent Cities Excess Pool Joint Powers Authority
2. Channel Islands Harbor Task Force
3. Graffiti Task Force
4. Joint Oxnard/Ventura Cooperative Committee
5. Joint Oxnard/Ventura Santa Clara Bridge Committee
6. Oxnard Airport Authority
7. Oxnard Convention & Visitors Bureau – (Alternate);
8. Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority
9. Oxnard Successor Agency Oversight Board Committee
10. Point Mugu Regional Airport Authority
11. Policies and Procedures Concerning City Council Business
12. Regional Defense Partnership for the 21st Century – (Alternate)
13. Southern California Association of Governments – (Alternate)
14. Transportation Policy Committee
15. Utilities Task Force
16. Ventura Council of Governments
17. Ventura County Regional Energy Alliance
18. Ventura Regional Sanitation District

Mayor Pro Tem Ramirez

1. Association of Water Agencies for Ventura County – (Alternate)
2. Beach Erosion Authority for Control of Operation and Nourishment
3. City Manager Recruitment Ad Hoc Committee
4. City Wide Enhancement Program
5. Cultural Arts Committee
6. Fiscal Policy Task Force
7. Gold Coast Area Transit – (Alternate)
8. Homeless Plan Working Group
9. Las Cortes Housing Development Corporation
10. Mobile Food Facilities (MFF) Ad Hoc Committee
11. Ormond Beach Property Oversight Ad Hoc Committee
12. Oxnard Airport Authority – (Alternate)
13. Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority
14. Performing Arts Center Corporation
15. Transportation Policy Committee
16. Ventura County Air Pollution Control District
17. Ventura County Animal Regulation Commission

Councilman MacDonald

1. Association of Water Agencies for Ventura County
2. City Manager Recruitment Ad Hoc Committee
3. Downtown Improvement Task Force
4. Economic Development Collaborative – Ventura County
5. Economic Development Corporation of Oxnard
6. Fiscal Policy Task Force
7. Gold Coast Area Transit
8. Intercity Transit (subcommittee of Ventura County Transportation Committee)
9. Las Cortes Housing Development Corporation
10. Mobile Food Facilities (MFF) ADHOC Committee
11. Regional Defense Partnership for the 21st Century
12. Utilities Task Force
13. Ventura County Transportation Commission

Councilmember Padilla

1. Beach Erosion Authority for Control of Operation & Nourishment – (Alternate)
2. City Wide Enhancement Program
3. Cultural Arts Committee
4. Downtown Improvement Task Force
5. Graffiti Task Force
6. Homeless Plan Working Group
7. Joint Oxnard/Ventura Cooperative Committee
8. Joint Oxnard/Ventura Santa Clara Bridge Committee
9. Oxnard Airport Authority
10. Oxnard Convention & Visitors Bureau
11. Oxnard Downtown Management District
12. Performing Arts Center Corporation
13. Point Mugu Regional Airport Authority – (Alternate)
14. Policies and Procedures Concerning City Council Business
15. Ventura Council of Governments – (Alternate)
16. Ventura County Animal Regulation Commission – (Alternate)
17. Ventura Regional Sanitation District – (Alternate)

Councilmember Perello (Proposed Appointments)

1. Big Independent Cities Excess Pool Joint Powers Authority
2. Channel Islands Harbor Task Force
3. Economic Development Corporation of Oxnard
4. Oxnard Convention & Visitors Bureau – (Alternate)
5. Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority – (Alternate)
6. Southern California Association of Governments
7. Ventura County Regional Energy Alliance
8. Ormond Beach Property Oversight Ad Hoc Committee
9. Policies and Procedures Committee

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Association of Water Agencies for Ventura County
Beach Erosion Authority for Control of Operation & Nourishment
Big Independent Cities Excess Pool Joint Powers Authority
Economic Development Corporation of Oxnard
Economic Development Corporation – Ventura County
Gold Coast Transit (formerly South Coast Area Transit)
Intercity Transit (subcommittee of Ventura County Transportation Commission)
Joint Oxnard/Ventura Cooperative Committee
Joint Oxnard/Ventura Santa Clara Bridge Committee
Ormond Beach Property Oversight Ad Hoc Committee
Oxnard Convention & Visitors Bureau
Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority
Oxnard Successor Agency Oversight Board Committee
Performing Arts Center Corporation
Point Mugu Regional Airport Authority
Regional Defense Partnership for the 21st Century
Southern California Association of Governments
Ventura Council of Governments
Ventura County Animal Regulation Commission
Ventura County Regional Energy Alliance
Ventura Regional Sanitation District

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH CITY COUNCIL MAKES APPOINTMENTS**

Oxnard Airport Authority

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
WHICH MAKES CITY SELECTION**

Las Cortes Housing Development Corporation
Ventura County Air Pollution Control District Board
Ventura County Local Agency Formation Commission
Ventura County Transportation Commission

**CITY OF OXNARD BOARDS\COMMISSIONS\COMMITTEES
TO WHICH MAYOR/CHAIRMAN MAKES
APPOINTMENTS WITH CITY COUNCIL/HOUSING AUTHORITY APPROVAL**

Channel Islands Harbor Task Force
City Manager Recruitment Ad Hoc Committee
Downtown Improvement Task Force
Graffiti Task Force
Mobile Food Facilities Ad Hoc
Utilities Task Force

City Wide Enhancement Program
Cultural Arts Committee
Fiscal Policy Task Force
Homeless Plan Working Group
Transportation Policy Committee

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Association of Water Agencies for Ventura County (one primary and alternate)

Liaison: Rob Roshanian, Interim Public Works Director

Meets once a month

Current member: Councilman MacDonald and Mayor Pro Tem Ramirez as alternate

Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate)

Liaison: Chris Williamson, Principal Planner

Meets every other month on the second Thursday.

Current member: Mayor Pro Tem Ramirez with Councilmember Padilla as alternate.

Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate)

Liaison: Mike More, Financial Services Manager

Form 700 requirement

Meets 4-6 times a year on the third Friday of the month; required to meet quarterly,

Current member: Mayor Flynn; Finance and Management Services Manager and City Attorney serve as alternates. (Proposed appointing Councilmember Perello as primary)

Economic Development Collaborative – Ventura County (one primary)

Liaison: Steve Kinney, President of the Economic Development Corporation

Meets the second Thursday of the month,

Form 700 requirement

Current members: Councilman MacDonald

Economic Development Corporation of Oxnard (two primary)

Liaison: Steve Kinney, President of the Economic Development Corporation

Meets the fourth Thursday of the month,

Form 700 requirement

Current members: Councilman MacDonald (and proposed appointing Councilmember Perello as primary)

Gold Coast Transit (formerly South Coast Area Transit) (one primary and alternate)

Liaison: Martin Erickson, Deputy City Manager

Meets first Wednesday of the month,

Form 700 requirement

Current member: Councilman MacDonald with Mayor Pro Tem Ramirez as alternate.

Intercity Transit (subcommittee of Ventura County Transportation Commission) (one primary)

Liaison: Martin Erickson, Deputy City Manager

Meets annually early in the year

Current member: Councilman MacDonald.

Joint Oxnard/Ventura Cooperative Committee (two primary)

Liaison: Karen Burnham, Interim City Manager

Meets as required

Current members: Mayor Flynn and Councilmember Padilla.

Joint Oxnard/Ventura Santa Clara Bridge Committee (two primary)

Liaison: Karen Burnham, Interim City Manager

Meets as required

Current members: Mayor Flynn and Councilmember Padilla.

- Ormond Beach Property Oversight Ad Hoc Committee (two primary)
 Liaison: Kymberly Horner, Interim Redevelopment Services Manager
 Meets as required
 Current members: Mayor Pro Tem Ramirez (and proposed appointing Councilmember Perello as primary)
- Oxnard Convention & Visitors Bureau (one primary and alternate)
 Liaison: Grace Magistrale Hoffman, Deputy City Manager
 Meets fourth Wednesday of the month
 Current member: Councilmember Padilla with Mayor Flynn as alternate.
 (proposed to remove Mayor Flynn as alternate and assign Councilmember Perello as alternate)
- Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers (two primary and alternate)
 Liaison: Rob Roshanian, Interim Public Works Director
 Meets third Wednesday of every other month
 Current members: Mayor Flynn and Mayor Pro Tem Ramirez (and proposed appointing Councilmember Perello as alternate)
- Oxnard Successor Agency Oversight Board Committee (one primary)
 Liaison: Kymberly Horner, Interim Redevelopment Services Manager
 Meets third Thursday of the month (No meetings in August and December)
 Current members: Mayor Flynn.
- Performing Arts and Convention Center Corporation (two primary)
 Liaison: Cindy Crowell, Business Manager
 Meets third Wednesday of every other month, Form 700 requirement
 Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.
- Point Mugu Regional Airport Authority (one primary and alternate)
 Liaison: Matt Winegar, Development Services Director
 No recent meetings Form 700 requirement
 Current member: Mayor Flynn with Councilmember Padilla as alternate.
- Regional Defense Partnership for the 21st Century (one primary and alternate)
 Liaison: Cynthia Daniels, Project Manager
 Meets second Tuesday of the month, 7:30 a.m. to 8:30 a.m., 800 S. Victoria Avenue, Hall of Justice Pacific Conference Room, Ventura.
 Current members: Councilman MacDonald with Mayor Flynn as alternate
- Southern California Association of Governments (one primary and alternate)
 Liaison: Chris Williamson, Principal Planner
 Meets first Thursday of each month
 Current member: Mayor Flynn as alternate (Proposed appointing Councilmember Perello as primary with Mayor Flynn as alternate.)
- Ventura Council of Governments (one primary and alternate)
 Liaison: Martin Erickson, Deputy City Manager
 Meets monthly Form 700 requirement
 Current member: Mayor Flynn with Councilmember Padilla as alternate.

Ventura County Animal Regulation Commission (one primary and alternate)
Liaison: Lisa Jenkins, Animal Control Officer
Meets as required
Current member: Mayor Pro Tem Ramirez with Councilmember Padilla as alternate.

Ventura County Regional Energy Alliance (one primary and alternate)
Liaison: Chris Williamson, Principal Planner
Meets quarterly as required
Current member: Mayor Flynn (proposing to remove Mayor Flynn as primary and assign Councilmember Perello as primary)

Ventura Regional Sanitation District (one primary and alternate)
Liaison: Todd Housley, Environmental Resources Manager
Meets first and third Thursday of the month
Current members: Mayor Flynn with Councilmember Padilla as alternate.

BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES) WHICH MAKES CITY SELECTION

Las Cortes Housing Development Corporation (two primary)
Liaison: Larry White, Management Analyst
Meets second Wednesday of every month
Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Ventura County Air Pollution Control District Board (one primary)
Liaison: Cynthia Daniels, Project Manager
Meets second Tuesday of the month, Form 700 requirement
Current member: Mayor Pro Tem Ramirez.

Ventura County Local Agency Formation Commission (one primary)
Liaison: Chris Williamson, Principal Planner
Meets third Wednesday of each month
Current member: At this time no Councilmember sits on board but staff still attends meetings.

Ventura County Transportation Commission (one primary)
Liaison: Martin Erickson, Deputy City Manager
Meets first Friday of the month (except August)
Current member: Councilman MacDonald.

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH CITY COUNCIL MAKES APPOINTMENTS**

Oxnard Airport Authority (two primary and alternate)

Liaison: Chris Williamson, Principal Planner

Meets second Thursday of each month,

Form 700 requirement

Current members: Mayor Flynn and Councilmember Padilla with Mayor Pro Tem Ramirez as alternate.

**CITY OF OXNARD BOARDS/COMMISSIONS/COMMITTEES
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Channel Islands Harbor Task Force (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets as required

Current members: Mayor Flynn (and proposed appointing Councilmember Perello as primary)

City Wide Enhancement Program (two primary)

Liaison: Karen Burnham, Interim City Manager and Christina Aerenlund, Public Information Officer

Meets third Thursday of the month

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

City Manager Recruitment Ad Hoc Committee (two primary)

Liaison: Steve Fischer, Appointed City Attorney

Meets as needed

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Cultural Arts Committee (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets second Monday of the month

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

Downtown Improvement Task Force (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets third Thursday of the month

Current members: Councilman MacDonald and Councilmember Padilla.

Fiscal Policy Task Force (two primary)

Liaison: Grace Magistrale Hoffman, Deputy City Manager

Meets second Thursday of the month at 9:00 a.m.

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Graffiti Task Force (two primary)

Liaison: Michael Henderson, General Services Manager

Meets second Wednesday of the month

Current members: Mayor Flynn and Councilmember Padilla.

Homeless Plan Working Group (two primary)

Liaison: Bill Wilkins, Housing Director

Meets as required

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

Mobile Food Facilities (MFF) Ad Hoc Committee (two primary)

Liaison: Ashley Golden, Principal Planner

Meets: TBD

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Oxnard Downtown Management District (two primary)

Liaison: Kymberly Horner, Interim Redevelopment Services Manager

Meets Monthly

Current members: Councilmember Padilla (at this time, no proposed second appointment).

Policies and Procedures Concerning City Council Business (two primary)

Liaison: Martin Erickson, Deputy City Manager

Meets TBD

Current members: Mayor Flynn and Councilmember Padilla.

(Proposed appointing Councilmember Perello as primary)

Transportation Policy Committee (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets fourth Thursday of each month

Current members: Mayor Flynn and Mayor Pro Tem Ramirez.

Utilities Task Force (two primary)

Liaison: Anthony Emmert, Water Resources Manager

Meets first Tuesday of the month at 4:00 p.m.

Current members: Mayor Flynn and Councilman MacDonald.



Meeting Date: 09 / 10 / 2013

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

Prepared By: Luly López *L.L.* Agenda Item No. N-2Reviewed By: City Manager *mmh* City Attorney *RT* Finance *mmh* Other (Specify) _____

DATE: August 15, 2013

TO: City Council

FROM: Martin R. Erickson, Deputy City Manager
City Manager's Office *M. Erickson*

SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2013

RECOMMENDATION

That City Council designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.

DISCUSSION

This year's League of California Cities Conference is scheduled for Wednesday, September 18, through Friday, September 20, 2013, at the Sacramento Convention Center. The League's annual business meeting will be held at 12:00 noon, Friday, September 20th. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. It has been past practice for Council to designate the Mayor as voting delegate and the Mayor Pro Tem as voting alternate; however, Council may chose to designate the voting delegate and alternate differently.

FINANCIAL IMPACT

This action alone does not require funding.

MRE:lal

Attachment #1 – Annual Conference Voting Procedures
#2 – Voting Delegate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: OXNARD

**2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____

(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247



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: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. 0-1

Reviewed By: City Manager *mmh* City Attorney *SMF* Finance *mmh* Public Works

DATE: September 3, 2013

TO: City Council

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

SUBJECT: Hydraulic Fracturing "Fracking" and Potential Impacts upon Source Water Quality

RECOMMENDATION

That City Council receive a report on petroleum well stimulation methods, including hydraulic fracturing, and associated potential negative source water quality impacts and provide direction to staff.

SUMMARY

Over the past several years, Oxnard residents, as well as City Council members, have expressed concern over potential environmental impacts from a process used by the oil and natural gas industry termed hydraulic fracturing, or "fracking". During that time, numerous federal, state and local legislative and regulatory proposals regarding hydraulic fracturing have been put forth and considered. The City's adopted Legislative Program for Fiscal Year 2013-2014 includes general support for legislation regarding the abatement of sources of contamination of soil and water, as well as support for legislation that encourages consistent statewide water quality policies; however, the Legislative Program does not specifically address hydraulic fracturing.

Hydraulic fracturing is one of several techniques used by the oil and gas industry to increase the production of a well. It involves the pressurized injection of a hydraulic fracturing fluid (water, sand and chemicals) into the geologic formation surrounding the well to open up pathways by which trapped oil or gas can move toward the well. It is commonly used in petroleum-bearing shale deposits, such as the Monterey/Santos Shale that underlies the southwestern San Joaquin Valley and the coastal areas of southern California, including Ventura County.

Potential water quality impacts of hydraulic fracturing include: 1) contamination of drinking water aquifers by migration of the fracturing fluids from the fracturing zone to drinking water aquifers, 2) contamination of soil, surface waters and shallow groundwaters from spills of chemicals at hydraulic fracturing project sites, and 3) contamination of drinking water supplies through inadequate treatment and disposal of used fracturing fluids. The primary potential air quality impact of hydraulic fracturing is the release of volatile hydrocarbon chemicals into the atmosphere.

DISCUSSION

Hydraulic Fracturing and Other Well Stimulation Techniques in Ventura County

The use of modern well drilling and stimulation techniques has made it possible to develop previously unreachable natural gas and oil energy reserves. The majority of these new energy reserves have been in coal beds, shales and tight sands geologic formations. Increased nationwide oil and gas production would significantly reduce the cost of domestic energy, stimulate the economy, and reduce dependence upon foreign energy sources. The U.S. Energy Information Administration projects that shale gas production will grow dramatically over the next few years, and that it will make up 40% of the total domestic natural gas production by 2035.

Hydraulic fracturing is one of several well stimulation techniques used to increase the amount of oil or natural gas that can be recovered by a production well from geologic formations that have tight pore spaces, such as shales and tight sands. It involves the pressurized injection of a hydraulic fracturing fluid and proppant into the underground geologic formation, in order to fracture the formation and hold the fractures open, thereby providing a route by which trapped oil or natural gas can move toward the production well and be recovered. Other common well stimulation techniques include directed high explosive charges, directed expansive fracturing gasses, and various acid treatments. Acid treatment with hydrofluoric acid is commonly used to open passages in silica-rich formations, and treatment with hydrochloric or acetic acid is commonly used to open passages in carbonate-rich formations. Hydraulic fracturing is often used in combination with directional drilling techniques to access hard-to-reach petroleum-bearing formations.

Oil-bearing formations with tight pore spaces are found in many areas of California, including Ventura County. Much of Ventura County is underlain by Monterey/Santos shale deposits, making the County a potential new source of domestic oil. However, the majority of these shale formations are deep underground (8,000 to 14,000 feet below ground surface), and have been broken-up and folded over time by movement along fault lines. Recovering oil from these deposits would not be easy or inexpensive -- it would likely require the construction of many new wells, and the use of advanced well stimulation techniques. Occidental Petroleum Company (Oxy), the company with the largest number of acres leased over Monterey/Santos shales, reports well costs of \$2.0 to \$2.5 million for vertical wells and \$5 to 7 million for horizontal wells. Oil wells in Monterey/Santos shale formation can lose up to 80% of their capacities within the first year of production. To date, few oil wells in Monterey shale formation have lived up to early expectations, so it is difficult to predict if oil companies will drill large numbers of new wells in Ventura County in the near future. According to the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) GeoTracker, some form of hydraulic fracturing has been used on wells in the Ventura County area, including several in the Oxnard and Cabrillo Fields, east of the City of Oxnard.

The fluid pumped from a typical production oil well often contains a large amount of water mixed with the oil. The water is often extremely salty, and must be separated from the oil and then either pumped back into the formation or transported off-site, treated and then disposed of. A hydraulic fracturing operation uses tens of thousands of gallons of water to millions of gallons of water per well, depending upon the particular formation. Hydraulic fracturing operations on oil wells in the Monterey/Santos

Hydraulic Fracturing and Potential Impacts upon Source Water Quality

September 3, 2012

Page 3

shale deposits typically use less water for a shorter time period. Following the hydraulic fracturing, the fracturing fluid is normally recovered, and chemicals separated from the water. The fracturing water is either pumped back into the formation or transported off-site, treated and disposed of. One of the City's wastewater customers, Santa Clara Wastewater, located near Santa Paula, receives and treats industrial wastewater, including water from oilfields in the area, and then conveys it to the City, for treatment at the Oxnard Wastewater Treatment Plant, and disposal in the Pacific Ocean. Additionally, to the east of the City, Anterra, a private company, operates a U.S. Environmental Protection Agency-permitted Class II wastewater injection well. The company receives oilfield wastewater, treats it, and injects it into deep confined aquifers for disposal.

Risks of Oil and Natural Gas Development on Drinking Water

Oil and gas production, including well stimulation techniques like hydraulic fracturing, is an industrial activity, carried out in multiple locations by many different companies. By its very nature, it presents some risk to water quality. Like with any industry, these risks can be managed by a combination of legislation, regulations, reporting, monitoring and enforcement. Contamination of soil and surface water can occur at drilling sites through spills and poor practices. Contamination of drinking water aquifers can occur through poorly constructed wells or poorly executed stimulation techniques. Contamination of both surface water and groundwater can occur through poor transportation, treatment or disposal.

If an oil well construction site is properly planned and permitted, if best practices are carried out, and if it is adequately inspected, then the risks of soil and surface water contamination can be reduced. Approximately 25% of the City's water supply is diverted from the Santa Clara River, recharged and slow sand filtered by the United Water Conservation District, and delivered to the City water system. Oil development and operations in the Santa Clara River Watershed could affect this water supply. In recent history, spills on oil production sites and from pipelines have been relatively small, contained quickly, and cleaned-up. If best practices are employed at oil production sites, this risk is relatively low.

If an oil well is properly constructed and maintained, it is unlikely to cause significant contamination of the City's drinking water aquifers, due to the local geology. The deepest drinking water aquifers (Fox Canyon and Grimes Canyon Aquifers) are less than 1,500 feet below ground surface, at their deepest points; however, the Monterey/Santos shale is typically 8,000 feet or more below ground surface. The aquifers of the Oxnard Plain are typically separated by low-permeability clay layers. The combination of low-permeability layers and several thousand feet makes contamination unlikely, even with the use of well stimulation techniques. However, if the well was poorly constructed, leaking or poor seals can allow contamination from the surface to reach drinking water aquifers or allow chemicals from the production zone to migrate up the well to drinking water aquifers. Proper permitting and inspection is key to making sure that wells are properly planned and constructed.

If treatment and disposal of oilfield wastewater is properly carried out, the risk of water quality contamination can be reduced to low levels. Oilfield wastewater is either treated on-site and returned to the formation or transported off-site for treatment and disposal. Oilfield wastewater treatment facilities are either permitted by the State of California State Water Resources Control Board (CSWRCB) or

Hydraulic Fracturing and Potential Impacts upon Source Water Quality

September 3, 2012

Page 4

operate under the permit of another agency with a CSQRCB permit. Santa Clara Wastewater operates under the City of Oxnard's permit. The City issues an annual permit to Santa Clara Wastewater, requires water quality standards to be maintained, and conducts regular inspections. Santa Clara Wastewater treats the oilfield wastewater, pipes it to the City, and the City treats the wastewater further in the Oxnard Wastewater Treatment Plant, and then discharges it to the Pacific Ocean. Anterra treats the oilfield wastewater, and currently disposes of it via a deep Class II injection well east of Oxnard. Class II wells are exclusively for the disposal wastewaters generated by oil and gas production facilities, and are not regulated by the state, but by the U.S. Environmental Protection Agency. Class II wells typically inject into formations that previously contained oil and gas. A risk of this type of injection well is overfilling the formation and forcing the treated wastewater into adjacent areas. If continued, this could potentially contaminate drinking water aquifers. Anterra is currently seeking alternative disposal sites. Proper permitting and monitoring are important minimize risks associated with oil wastewater treatment and disposal.

Regulatory Status

To address the increased hydraulic fracturing activity and the lack of knowledge about where it is occurring in California, the State of California Division of Oil, Gas, and Geothermal Resources (DOGGR) has released Pre-rulemaking Discussion Draft Regulations, and is considering comments received. DOGGR expects to release Draft Regulations within the next few months. Staff recommends the City submit comments on the Draft Regulations, with particular emphasis on the following:

- ❖ Clearly identifying wells that are or are proposing hydraulic fracturing
- ❖ Identifying chemicals used in hydraulic fracturing activities
- ❖ Providing detailed well location and construction information to the public
- ❖ Providing detailed information about surface and groundwater resources in the vicinity of the hydraulic fracturing activity, and
- ❖ Providing a monitoring program for the pollutants of concern for the water resources

Additionally, staff recommends that the City Council consider modifying its Legislative Program to specifically address the water quality risks associated with oil and natural gas industry activities, including well stimulation techniques, such as hydraulic fracturing.

FINANCIAL IMPACT

There are not financial impacts.



Meeting Date: 9 / 10 / 2013

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

Prepared By: Stephen M. FischerAgenda Item No. S-1Reviewed By: City Manager mmh City Attorney SMF Finance mmh Other (Specify) _____**DATE:** August 27, 2013**TO:** City Council**FROM:** Stephen M. Fischer, Acting City Attorney
City Attorney **SUBJECT:** Agreement with Bob Murray & Associates for City Manager Recruitment Consultant Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with Bob Murray & Associates (A-7616) in an amount not to exceed \$27,400 to provide city manager recruitment consultant services.

DISCUSSION

On July 23, 2013, the City Council considered the three proposals for executive search consulting services that had been submitted to the City Manager Recruitment Ad Hoc Committee. The City Council selected the executive search firm of Bob Murray & Associates and directed the City Attorney's Office to negotiate a professional services agreement for the City Council's future consideration and approval. The negotiated agreement establishes a timeframe to complete the recruitment process by February 28, 2014.

FINANCIAL IMPACT

The cost of the agreement will be paid from the City's general fund.

SMF

Attachment #1 - Agreement No. A-7616

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of September, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Bob Murray & Associates ("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 to recruit a City Manager 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 Stephen M. Fischer, Acting City Attorney ("Manager"), subject to the direction of the City Council.

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 as set forth in Exhibit A 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 Bob Murray 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 September 10, 2013, and expire on February 28, 2014.

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 \$27,400 for services and expenses provided under this Agreement in the amounts specified in Exhibit A.
- 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. Except as specified in Exhibit A, all expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, , 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.

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

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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 Bob Murray & Associates, 1677 Eureka Road, Suite 202, Roseville, California 95661, Attention: Bob Murray.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney's Office, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: Stephen M. Fischer.

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.

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43. Guarantee

Notwithstanding the term set forth in Section 12 and the compensation provisions set forth in Section 14 of this Agreement, should the City Manager candidate selected by the City Council be terminated within the first year of employment, Consultant shall conduct the recruitment process again at no cost to City (with the exception of Consultant's expenses as set forth in Exhibit A).

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor



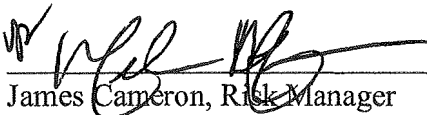
Bob Murray, President
Bob Murray & Associates

APPROVED AS TO FORM AND CONTENT:



Stephen M. Fischer, Acting City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

EXHIBIT A



**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
City Manager
ON BEHALF OF THE
City of Oxnard**



phone 916.784.9080
fax 916.784.1985
1677 Eureka Road, Suite 202, Roseville, CA 95661

June 19, 2013

Mayor Tim Flynn and Members of the City Council
City of Oxnard
300 West 3rd St.
Oxnard, CA 93030

Dear Mayor Flynn and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Oxnard. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- ♦ We have over 25 years of experience and an unmatched record of success in recruiting local government professionals. Bob Murray & Associates has conducted over 800 recruitments for local government professionals throughout the United States and has placed over 200 City Managers. We are currently conducting City Manager recruitments on behalf of the cities of Chino Hills, Cloverdale, El Monte, Hemet, and Santa Ana, CA and the City of Glendale, AZ. In the past three years, we have placed City Managers in the California cities of Arcadia, Atherton, Calistoga, Chino, Chowchilla, Concord, Escalon, Fortuna, Laguna Beach, Lake Elsinore, Loomis, Marina, Menifee, Monrovia, Montebello, Monterey Park, Mountain View, Patterson, Pittsburg, Rancho Santa Margarita, San Carlos, San Marcos, San Rafael, Santa Rosa, South Gate, South Lake Tahoe, St. Helena, Ventura, Walnut Creek, and Woodland, in addition to the cities of Arvada and Centennial, CO; Fort Lauderdale and Miami Beach, FL; and Tucson, AZ. Our previous experience includes conducting searches for the California cities of Albany (City Administrator); Antioch; Arcata; Benicia; Campbell; Capitola; Carmel-by-the-Sea (City Administrator); Chico; Claremont; Chula Vista; Corcoran; Corona; Coronado; Corte Madera (Town Manager); Elk Grove; Fairfield; Fortuna; Fremont; Goleta; Grover Beach; Half Moon Bay; Hollister; Ione; Imperial; Irwindale; La Mesa; La Palma; Lakeport; Lathrop; Lancaster; Lemon Grove; Los Alamitos; Menlo Park;

Mill Valley; Monrovia; Needles; Novato; Oakdale; Oakley; Oceanside; Ojai; Orinda; Pacifica; Pico Rivera; Pismo Beach; Pittsburg; Poway; Rancho Cordova; Rancho Santa Margarita; Red Bluff; Rio Vista; Roseville; San Clemente; San Pablo; San Ramon; Santa Paula; Sonoma; Stanton; Stockton; Temple City; Thousand Oaks; Tracy; Turlock, Truckee (Town Manager); Turlock; Ventura; Westminster; Woodland; and Yuba City; in addition to the cities of Phoenix, AZ; Castle Rock, CO; Topeka, KS; Albany, Coos Bay, Damascus, Eugene, Milwaukie, Newberg, Salem, and Springfield, OR; San Antonio, TX; Airway Heights, Kirkland, Newcastle, and Shoreline, WA; and Oak Creek, WI. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Oxnard's next City Manager.

- Bob Murray & Associates is familiar with Ventura County and the community it serves. Our experience includes conducting recruitments on behalf of the cities of Ojai (City Manager); Santa Paula (City Manager); Thousand Oaks (City Manager and City Attorney); and Ventura (City Manager, City Attorney, and Community Services Director); in addition to the Pleasant Valley Recreation and Park District (General Manager). Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.
- Bob Murray & Associates has a national reputation for conducting quality searches that result in the placement of candidates ideally suited to our clients' needs. Our success is directly related to our ability to develop partnerships with Mayors and City Councils and design effective recruitment strategies specific to their needs. Additionally, we have assisted many of our clients in designing inclusive recruitment and selection processes. Should the Mayor and Council so desire, we can recommend methods of including staff and community members at various stages in the recruitment, including development of the candidate profile and the final interview process.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Oxnard, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 9 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Murray".

Bob Murray
President
Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Oxnard has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Oxnard's needs will be key to a successful search. We will work with the City Council to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Oxnard. We also want to know the City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Oxnard's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Oxnard.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization, and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Oxnard is \$20,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Oxnard will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be \$6,900. Reimbursable expenses include such items as the cost of travel, clerical support, placement of ads, credit, criminal and civil checks, education verification, as well as newspaper searches. In addition, postage, photocopying, and telephone charges will be allocated.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

GUARANTEE

We guarantee that should the selected candidate be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Oxnard. We are confident in our ability to recruit outstanding candidates and do not expect the City of Oxnard to find it necessary to exercise this provision of our proposal.

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, PRESIDENT

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor's of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

REGAN WILLIAMS, VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor's of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

DIONYSIA SMITH, VICE PRESIDENT

Ms. Smith brings 24 years of public sector experience in local government and management consulting to Bob Murray & Associates. Her experience includes working for a transit district, a city, and a quasi government/private consulting firm providing consulting services in all areas of human resources. Ms. Smith has been the lead recruiter for a variety of senior level positions with both the public and the private sector. She has been asked to handle the most critical searches on behalf of her clients, and has been asked to develop recruitment strategies for hard-to-fill positions with several organizations. Having worked both in the private and public sector, Ms. Smith brings a creative, innovative approach to developing customized approaches to meeting her clients' needs. Her experience will be of great value to Bob Murray & Associates' clients.

Ms. Smith received her Bachelor of Science degree in Organizational Behavior and Master's of Public Administration degree from the University of San Francisco.

S. RENEE NARLOCH, VICE PRESIDENT

S. Renee Narloch is the Director of our East Coast practice located in Tallahassee, Florida. Ms. Narloch has extensive experience in public sector recruitments nationwide. She was formerly employed by a large, national search firm as a Senior Recruiter with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic and Mid-Western states.

Ms. Narloch has 15 years of experience in Executive Recruitment and has been involved in over 400 national searches. Prior to her recruitment career, she was a Senior Consultant for a national search firm's cost plan and revenue enhancement divisions, serving public sector clients nationwide. She also worked for three Fortune 500 companies in their sales, marketing and financial accounting divisions. Ms. Narloch is responsible for all facets of recruitment including serving as lead consultant with project management responsibilities, recruiting candidates, conducting preliminary interviews and detailed reference inquires, and assisting clients in final interviews and negotiations. As Director of the East Coast Office, Ms. Narloch provides expertise in public sector recruitment, enabling us to better serve clients nationwide.

Ms. Narloch received her Bachelor's of Arts degree in Information Studies, summa cum laude, at the Florida State University, Tallahassee, Florida.

AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT

As a Principal Consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor's of Arts degree in Communications from the University of Wyoming.

SARAH KENNEY, SENIOR CONSULTANT

As Senior Consultant with Bob Murray & Associates, Ms. Kenney is responsible for the development and distribution of recruitment materials, candidate research and interview coordination, compilation and development of interview materials, reference checks, and background verifications.

Ms. Kenney brings over a decade of client service and management experience to Bob Murray & Associates. Her focus is customer service, and she works closely with our clients and candidates to ensure all parties involved are satisfied with every step of recruitment at our firm.

Ms. Kenney received her Bachelor of Arts degree in Psychology from the University of California at Davis.

ROSA GOMEZ, ADMINISTRATIVE MANAGER

Ms. Rosa Gomez is the Administrative Manager at Bob Murray & Associates. Ms. Gomez is the first point of contact at Bob Murray & Associates and has extensive administrative experience.

Ms. Gomez is known for her personal approach as she works closely with clients and candidates alike to ensure a successful search. As the first point of contact for Bob Murray & Associates Ms. Gomez's professional approach is of the highest caliber.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT: City of Santa Paula, CA
POSITION: City Manager
REFERENCE: Mayor Robert Gonzales, (805) 525-4478

CLIENT: City of Pasadena, CA
POSITION: City Manager, Assistant City Manager, and Police Chief
REFERENCE: Mr. Michael Beck, City Manager, (626) 744-7927 or Mayor Bill Bogaard (626) 744-4311

CLIENT: City of Fremont, CA
POSITION: City Manager, City Clerk, Community Deputy City Manager Community Development, Development Director, Fire Chief, Human Resources Director and Redevelopment Agency Director
REFERENCE: Mr. Fred Diaz, City Manager, (510) 284-4002

**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. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ 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. _____ 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 Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence	
TYPE OF INSURANCE		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 _____	
☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
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. _____ 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: () _____ Date Signed _____	

ATTACHMENT NO. 1
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CERTIFICATE OF LIABILITY INSURANCE

MBNSE-1 OP ID: DN

DATE (MM/DD/YYYY)

08/26/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER ISU/Francis-Pinney Ins. 2266 Lava Ridge Court Ste 200 P.O. Box 619050 Roseville, CA 95661-9050 Bruce Winning	916-773-3800 916-773-4484	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd INSURER B: Philadelphia Insurance Compan INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # A XV NR
INSURED MBN Services Inc. dba: Bob Murray & Associates 1677 Eureka Rd Ste 202 Roseville, CA 95661			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	57SBABF4835	07/20/13	07/20/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
B	☒ Claims made Prof Retro date 2/27/01 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		PHSD821629	02/27/13	02/27/14	PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Prof E&O* \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Phys Dam	X	57SBABF4835	07/20/13	07/20/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage \$ 50,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	57WECFX9552	09/15/13	09/15/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Personal Injury is included in the Professional Liability policy.
RE: Recruitment of City Manager / The City of Oxnard, its officers, agents, employees and volunteers are included as additional insured's as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

OXNAR-1 City of Oxnard Attn: Leanne Daly 300 W Third Street Ste#302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>K. Ben Luning</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY ADDITIONAL INSURED AMENDMENT OF CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Oxnard, its officers, agents, employees and volunteers

RE: Recruitment of City Manager

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to insurance provided to the person or organization shown in the Schedule of this Endorsement, **Condition 4. Other Insurance** is replaced by the following:

4. Other Insurance.

If other valid and collectible insurance is available for a loss we cover under Coverages A and B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
- (2) That is Fire Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

OXNARD CITY COUNCIL
Regular Meeting
June 11, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:04 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Jeri Williams, Police Chief; Scott Whitney, Assistant Police Chief; Jason Benites, Assistant Police Chief; James Cameron, Chief Financial Officer; Barbara Murray, Library Director; and Robert Silverstein, Code Compliance Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

J. APPOINTMENT ITEMS

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget consisting of an over view and presentations by the following Departments: 1) Police; 2) Fire; 3) Development Services; 4) Library; and 5) Finance.
DISCUSSION: The Chief Financial Officer outlined the budget presentation schedule. The Deputy City Manager stated a Life Line presentation would be coming soon.

The Police Chief; Assistant Police Chief Benites; and Assistant Police Chief Whitney reviewed functions of the Police Department, crime trends, crime injunction, service calls; and community accomplishments. The Code Compliance Manager reviewed Code Compliance staffing levels.

The Councilmember discussed: expense of District Attorney; special operations unit; past over-time costs; animal control program; Code Enforcement officers; and recruitment of Police officers.

Public comments received from: William Terry; Eileen Tracy; Margot Palacios; Jim Yarbrough; Elliott Gabriel; Larry Stein; Inez Tuttle; Jim Lavery; and Gloria Roman.

ACTION: Received budget report and provided comments.

D. OPENING CEREMONIES

At 8:19 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: James Williams, Fire Chief; Matthew Winegar, Development Services Director; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Special Assistant to the City Manager; Karl Lawson, Compliance Services Manager; and Will Reed, Homelessness Assistance Coordinator.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Second Quarter.

DISCUSSION: The Development Services Director introduced Earnel Bihis, Assistant Traffic Engineer, who thanked his family and all the City work force serving the community.

ACTION: Mayor Flynn presented a plaque and check to Mr. Bihis as part of his recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided public comments: Patrick Barrios; Inez Tuttle; William Terry; Ed Ellis and Eileen Tracy.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Fire Department

1. SUBJECT: Authorization to Sign Lease Agreements with Oxnard Fire Station, LLC for Fire Station No. 8 at Southeast Corner of South Rose Avenue and East Channel Islands Boulevard. (003)

RECOMMENDATION: 1) Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing in consideration of the issuance of tax exempt revenue bonds with a principal amount not to exceed \$15,750,000 by the California Municipal Finance Authority on behalf of Oxnard Fire Station Limited Liability Corporation (OFSLLC), an Arizona limited liability company to be formed whose sole member will be Community Finance Corporation, an Arizona non-profit corporation designated as an exempt organization under Section 501 of the Internal Revenue Code of 1986, for the purpose of developing a "turn-key" fire station as further described herein. Such hearing will also constitute a public hearing under Section 6586.5 of the Government Code of the State of California; 2) Adopt **Resolution No. 14,349** approving, authorizing, and directing execution of a site lease and a master lease for the purpose of TEFRA and approving the issuance of tax exempt revenue bonds with a principal amount not to exceed \$15,750,000 in one or more series by the California Municipal Finance Authority. The bonds shall be for the purpose of financing the development of certain facilities for the benefit of OFSLLC; 3) Authorize the allocation of additional Measure O Funds as required to meet the annual lease payments for Fire Station No. 8 consistent with the alternatives and options approved as part of the above recommendation and related project costs; and 4) Authorize the allocation of Measure O Funds for the acquisition of the necessary Fire vehicles at an estimated cost of \$1,193,748.

DISCUSSION: The Fire Chief reviewed Fire response statistics, Fire Station requirements; Fire staffing benchmarks; and insurance costs due to community rating. The Chief Financial Officer reviewed the financing structure of the proposed fire station. The City Attorney reviewed the construction process, the RFP process to build the structure and legality of the building process. The Interim City Manager commented on the past direction of the Council to bring forward the current design.

Richard Lutsky, Lutsky Associates, LP, reviewed the CMFA approach which guarantee's the cost of the building which was designed by the City.

The Council discussed the financing structure; response time of firefighters; use of Measure "O" fund/past support; and Fire Department's efforts to apply for grant financing.

Public comments received supporting the fire station: Michael O'Malia; Sandra Delgado; Deborah O'Malia; Mylinh Sajor; Morey Navarro; Alex Hamilton; Dick Jaquez; Rev. Robert Cox; Nancy Lindholm; Ernest Stein; and Manuel Perez.

Public comments received questioning the financing process: Eileen Tracy; Julie Pena; William Terry; Barbara Macri-Ortiz; Pat Brown; Steve Nash; Jim Lavery and Rebecca Ralph.

ACTION: Close the public hearing (MacDonald/Flynn) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

DISCUSSION: The Council discussed the financing option, past Council directions to staff, justification of the training yard; applying for grants and use of Measure "O".

ACTION: Approved as recommended. (MacDonald/Flynn) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

RECESS

At 11:29 p.m. the City Council recess and at 11:36 p.m., the City Council reconvened. At 11:36 p.m., moved to continue meeting (Ramirez/Padilla) unanimously.

Housing Department

2. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Villa Solimar, Located at 904-930 Donlon Avenue, and Cypress Court, Located at 490 East Pleasant Valley Road and 5135-5155 Cypress Road. (109)

RECOMMENDATION: 1) Hold a public hearing regarding the issuance of up to \$5,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the acquisition and rehabilitation of Villa Solimar, located at 904-930 Donlon Avenue, and Cypress Court, located at 490 East Pleasant Valley Road and 5135-5155 Cypress Road; and 2) Adopt **Resolution No. 14,350** approving the issuance of bonds.

DISCUSSION: *Mayor Pro Tem Ramirez stated for the record that she had been on the Cabrillo Economic Development Corporation board over 25 years ago.

The Compliance Services Manager reviewed the reason for this request for issuance bonds by Cabrillo Economic Development Corporation.

Karen Flock and Jodie Solorio, Cabrillo Economic Development Corporation, stated the request for bond was for proposed upgrades of existing units.

ACTION: Moved to close the public hearing (Ramirez/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. Approved as recommended. (MacDonald/ Ramirez) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

3. SUBJECT: Public Hearing to Consider Oxnard's Fiscal Years 2013-2018 Consolidated Plan (Plan) and Fiscal Year 2013-2014 Annual Action Plan (AAP) Component; including Applications to the U.S. Department of Housing and Urban Development (HUD). (115)

RECOMMENDATION: 1) Conduct a Public Hearing to receive comments and provide direction to staff on changes to the Plan, and approve the Plan with recommended use of funds; 2) Authorize the Interim City Manager to make any changes to the Plan as directed; 3) Authorize the Interim City Manager to execute the required applications, certifications, and other pertinent documents for submission of the Plan and Annual Action Plan to HUD; and 4) Authorize the Interim City Manager to sign any documents or agreements required by HUD for implementation of the Consolidated Plan and Annual Action Plan.

DISCUSSION: The Housing Director reviewed proposed changes to the plan, requests for funding, possible sources of funding and staff recommendations. The Recreation Supervisor/ PAL commented on amateur boxing injuries. The Homelessness Assistance Coordinator commented on the community population being served including the Homelessness community. The Housing Director and Compliance Services Manager explained the timing of funding under HUD guidelines and the possible affects on the community.

Public comments received from: Eileen Tracy; Francine Castanon; William Terry; Karen Flock; and Barbara Macri-Ortiz.

ACTION: Close the public hearing (Ramirez/Perello) Ayes: Flynn, Ramirez, MacDonald, Padilla, and Perello.

DISCUSSION: The Council discussed housing funding issues, selection of priorities and next year's policy selection process.

ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Flynn, Padilla, and Perello.

Police Department

4. SUBJECT: Recovery of Civil Citation Fines. (123)

RECOMMENDATION: 1) Conduct a public hearing to consider objections of property owners whose property is to be assessed for civil citation fines as stated in the cost report; 2) Approve the cost report; and 3) Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

DISCUSSION: The Code Compliance Manager reviewed annual procedure for the recovery of civil citation fines/nuisance abatement costs and efforts to correct a violation. The City Attorney reviewed the hearing process and options of the City Council. The Special Assistant to the City Manager reviewed the appeal process.

Public comments were received from: John Guerrero (Moved to abstain action (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello); Jason Duarte (Moved to uphold action (Perello/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello); Rodolfo Lopez; Rosa Ruiz; Rudy Salvio; William Terry; Patrick Barrio; and Francine Castanon.

The Council discussed the role of the Council, process to correct violations, the process to collect fees and having equal enforcement and fees for the entire city.

ACTION: Close the public hearing (Ramirez/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. Approved as recommended. (Ramirez/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

5. SUBJECT: Recovery of Nuisance Abatement Costs. (143)

RECOMMENDATION: 1) Conduct a public hearing to consider objections of property owners whose property is to be assessed for nuisance abatement costs as stated in the cost report; 2) Approve the cost report; and 3) Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

DISCUSSION: The Code Compliance Manager reviewed annual procedure for the recovery of civil citation fines/nuisance abatement costs and efforts to correct a violation. The City Attorney reviewed the hearing process and options of the City Council. The Special Assistant to the City Manager reviewed the appeal process.

ACTION: Close the public hearing (MacDonald/Flynn) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

DISCUSSION: The Council discussed the role of the Council, process to correct violations, the process to collect fees and having equal enforcement and fees for the entire city.

ACTION: Approved as recommended. (MacDonald/Flynn) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Perello requested information regarding: 1) the past \$300 retirement benefit; 2) past loans of former City Manager; 3) past agreement with Big League Dreams; and 4) accounting of fines. The City Council discussed the process and options to hear the issues of Council Perello. The City Attorney reviewed the options of the Council discussing and placing these matter on the agenda including having a close session.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (147)
RECOMMENDATION: Continue to June 18, 2013.
2. SUBJECT: Authorization to Submit an Application for Fiscal Year (FY) 2013 Second Chance Act Adult Reentry Program Grant. (151)
RECOMMENDATION: Continue to June 18, 2013.
3. SUBJECT: Adoption of Resolutions Levying FY 2013-2014 Assessments in Landscape Maintenance District Nos. 27 through 60. (153)
RECOMMENDATION: Continue to June 18, 2013.

City Treasurer Department

4. SUBJECT: First Amendment to Agreement for Utility Bill Printing, Inserting and Mailing Services. (261)
RECOMMENDATION: Continue to June 18, 2013.

Development Services Department

5. SUBJECT: Traffic Signal Modifications at the Intersection of Ventura Road and Ninth Street. (295)
RECOMMENDATION: Continue to June 18, 2013.
6. SUBJECT: Second Reading of Ordinance No. 2868 Amending Section 17-15(C) of the City Code to Implement California Coastal Commission (Commission) Recommended Changes Pursuant to Commission Certification of Local Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use). (299)
RECOMMENDATION: Continue to June 18, 2013.

Finance Department

7. SUBJECT: FY 2013-14 Property Tax Rate for Voter Approved Obligations. (301)
RECOMMENDATION: Continue to June 18, 2013.
8. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange). (305)
RECOMMENDATION: Continue to June 18, 2013.
9. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay). (315)
RECOMMENDATION: Continue to June 18, 2013.

10. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay). (335)

RECOMMENDATION: Continue to June 18, 2013.

11. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark). (353)

RECOMMENDATION: Continue to June 18, 2013.

12. SUBJECT: Special Tax Levy for Community Facilities District No. 6 (Northshore at Mandalay Bay). (373)

RECOMMENDATION: Continue to June 18, 2013.

ACTION INFORMATION/CONSENT: The Council concurred to continue items to June 18, 2013.

T. ADJOURNMENT

At 2:47 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

June 18, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrent with the Housing Authority. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; James Williams, Fire Chief; Matthew Winegar, Development Services Director; Michael Henderson, General Services Manager; Miguel Trujillo, CUPA Coordinator; Sofia Balderrama, Special Projects Manager; Terrel Harrison, Recreation Supervisor/PAL; Richard Arias, Recreation Coordinator; Efren Gorre, Youth Training Manager; and Greg Barnes, Interim Senior Services Supervisor.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

J. APPOINTMENT ITEMS

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget by the following Departments/Divisions: 1) Fire; 2) Recreation; 3) Development Services; 4) Library; 5) Finance; 6) Public Works; 7) General Services; and 8) Housing.
DISCUSSION: The Fire Chief reviewed services provided to the community/internal services including training, community safety classes, grant applications, disaster preparedness program, CUPA program and mutual aid service. The CUPA Coordinator commented on businesses that use, or store, on site "hazardous waste" materials.

Councilmembers commented on: number of Fire service calls and replacement of personnel.

The Special Projects Manager, Recreation Supervisor/PAL, Recreation Coordinator, Youth Training Manager and Interim Senior Services Supervisor reviewed the recreational services provided by the Recreation Department including afterschool program, PAL programs (sports, dancing, and mentoring program) & events, City Corps program, Senior Services activities, and special population activities.

At 7:14 p.m., Councilman MacDonald left the meeting and at 7:28 p.m. Councilman MacDonald returned to the meeting.

Public comments received from: Mayle Alonso; Greg Wilson, Police League; Gloria Roman; William Terry; Michael D. Dillhyon; Jose Antonio Romero; and Elliott Gabriel.

Councilmembers commented on: social work in the community, recreation activities available to the community and the number of volunteer hours.

ACTION: Received budget reports and provided comments.

D. OPENING CEREMONIES

At 7:53 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; Curtis Cannon, Community Development Successor Agency Director; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy City Manager; Chris Williamson, Principal Planner; Carrie Sabatini, Management Accountant/Auditor; Michael More, Financial Resources Manager; and Anthony Emmert, Water Resources Manager; Eden Alomeri, Assistant City Treasurer.

E. CEREMONIAL CALENDAR

SUBJECT: Presentation to Jeff Chancer.

ACTION: Mayor Flynn announced the retirement of Jeff Chancer, Oxnard Elementary School Superintendent, and commented on his accomplishments. Mr. Chancer spoke of his experiences in the community.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided public comments: Marie Briggs; Franz Lopez; Woodrow Thomas; Ventura Fernandez; Robert Thompson; Martin Glatt; Steve Nash; Miguel Espinosa; Elsa Serrano; Antonia Clicea; Pat Brown; William Terry and Danny Carrillo.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Resolutions to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (003)

RECOMMENDATION: Continue to July 2, 2013.

ACTION: Council concurred to continue this item to July 2, 2013.

ACTION: Mayor Flynn declared the public hearing open.

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

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 11-300-04 (Tentative Parcel Map), Located at 1950 Williams Drive, Filed by Jerrold Felsenthal, Agent. (051)

RECOMMENDATION: Adopt a resolution approving PZ 11-300-04 (Tentative Parcel Map), subject to certain findings and conditions.

DISCUSSION: The Development Services Director and Principal Planner reviewed the request to subdivide the property and future development of the property would be under current planning requirements. The City Attorney commented on conditions that may be placed on the property.

ACTION: Close the public hearing. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

DISCUSSION: Councilmember Perello discussed placing a "green energy" planning requirement on the building

The Council discussed 1) placing additional building requirements; 2) future use of the site; 3) not having the developer present; 4) standards of all buildings;

ACTION: Moved to place a "green energy" measure on the property. (Perello/Flynn). This motion was withdrawn. Move to table this item to July 16, 2013 (Perello/Ramirez) Ayes: Perello, Flynn and Ramirez. Noes: MacDonald and Padilla.

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Finance Department

1. SUBJECT: Community Facilities District No. 3 (Seabridge) Bond Refunding. (113)

RECOMMENDATION: Adopt a resolution authorizing the issuance and delivery of not more than \$32 million in principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds, and approving certain documents and authorizing certain actions in connection therewith.

DISCUSSION: Public comments were received from: Martin Glatt.

ACTION: Remove from agenda.

RECESS

At 9:21 p.m. the City Council recessed while the Housing Authority held a meeting and at 9:56 p.m., the City Council reconvened.

HOUSING AUTHORITY

At 9:56 p.m. the joint meeting with the Housing Authority concluded.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim City Manager, Deputy City Manager, General Services Manager and Steve Buenger, Oxnard Convention & Visitors Bureau (I-4); Assistant City Treasurer (I-5); Development Services Director (I-7); City Attorney and Financial Resources Manager (I-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Martin Glatt (S-7); Pat Brown (S-4); Orlando Dozier (I-12); Mark Garcia (I-7); Susan Ashley (I-7); William Terry (I-4) and Abel Magana (I-7).

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (337)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
2. SUBJECT: Authorization to Submit an Application for Fiscal Year (FY) 2013 Second Chance Act Adult Reentry Program Grant. (341)
RECOMMENDATION: Adopt **Resolution No. 14,351** authorizing the City Manager to submit an application for up to \$750,000 in U. S. Department of Justice funds for Second Chance Act Adult Reentry Program.
3. SUBJECT: Adoption of Resolutions Levying FY 2013-2014 Assessments in Landscape Maintenance District Nos. 27 through 60. (343)
RECOMMENDATION: Adopt resolutions levying FY 2013-2014 assessments for Landscape Maintenance District Nos. 27 through 60 as follows: **Resolution No. 14,352** Tract No. 5016, District No. 27 (Rose Island); **Resolution No. 14,353** Tract No. 4268, District No. 28 (Harborside); APN 202-0-110-175 and 202-0-110-295; **Resolution No. 14,354** District No. 29 (Mercy Charities Housing Project); **Resolution No. 14,355** Tract No. 5020, District No. 30 (Haas Automation); **Resolution No. 14,356** Tract No. 4714, District No. 31 (Rancho de la Rosa); **Resolution No. 14,357** Tract No. 5070, District No. 32 (Oak Park); **Resolution No. 14,358** Tract No. 5153, District No. 33 (El Paseo); **Resolution No. 14,359** Tract No. 5136, District No. 34 (Sunrise/Sunset Cove); **Resolution No. 14,360** Parcel Map No. 97-5-55, District No. 35 (Airport Marina Center); **Resolution No. 14,361** Tract No. 5135, District No. 36 (Villa Carmel/Villa Santa Cruz); **Resolution No. 14,362** Tract No. 5137, District No. 37 (Pacific Breeze); **Resolution No. 14,363** Tract No. 5148, District No. 38 (Aldea Del Mar); **Resolution No. 14,364** Tract No. 5198-1 and 5198-2, District No. 39 (Promesa/Sueno); **Resolution No. 14,365** Tract No. 5214, District No. 40 (Cantada); **Resolution No. 14,366** Tract No. 5171, District No. 41 (Pacific Cove); **Resolution No. 14,367** Tract No. 5228, District No. 42 (Cantabria/Coronado); **Resolution No. 14,368** Parcel Map No. 98-5-117, Tract Nos. 4317, 5293 and 5294, District No. 43 (Parc Rose, Tierra Vista, Sonrisa II and Mayfield Village); **Resolution No. 14,369** Tract No. 5253, District No. 44 (American Pacific Homes); **Resolution No. 14,370** Parcel Map No. 00-5-55, District No. 45 (Channel Point); **Resolution No. 14,371** Tract No. 5276, District No. 46 (Daily Ranch); **Resolution No. 14,372** Tract No. 5339, District No. 47 (Sycamore Place); **Resolution No. 14,373** Tract No. 5234, District No. 48 (Victoria Estates); **Resolution No. 14,374**, Tract No. 5296, District

No. 49 (Cameron Ranch); **Resolution No. 14,375** Tract No. 5273, District No. 50 (Pleasant Valley Senior Housing); **Resolution No. 14,376** Tract No. 5389-1, 2 and 3, District No. 51 (Pfiler); **Resolution No. 14,377** Tract No. 5340, District No. 52 (Wingfield); **Resolution No. 14,378** Tract No. 5305, District No. 53 (Huff Court); **Resolution No. 14,379** Tract No. 5459, District No. 54 (Meadowcrest); **Resolution No. 14,380** Tract No. 5640, District No. 55 (Wingfield West); **Resolution No. 14,381** Tract No. 5450, District No. 56 (The Cottages); **Resolution No. 14,382**, APN 144-0-150-085, APN 144-0-150-075, District 57 (Golden State Self Storage); **Resolution No. 14,383**, Tract No. 5441, District No. 58 (Westwind); **Resolution No. 14,384** Tract No. 5542, District No. 59 (Orbela); and APN 213-0-031-250, APN 213-0-031-260; **Resolution No. 14,385**, APN 213-0-031-450, District 60 (The Artisan).

4. SUBJECT: Oxnard Convention and Visitors Bureau. (451)
RECOMMENDATION: Approve the contribution of funds in the amount of \$100,000 to the Oxnard Convention and Visitors Bureau for costs associated with the move and installation of the California Welcome Center.*

City Treasurer Department

5. SUBJECT: First Amendment to Agreement for Utility Bill Printing, Inserting and Mailing Services. (453)
RECOMMENDATION: Approve and authorize the Mayor to execute an amendment to the agreement between the City of Oxnard and InfoSend, Inc. (5805-12-CT) for \$502,000 for utility bill printing, inserting and mailing services, resulting in a total contract amount of \$753,000, extend the expiration date to June 30, 2015, and provide for adjustment of service fees.

Development Services Department

6. SUBJECT: Traffic Signal Modifications at the Intersection of Ventura Road and Ninth Street. (487)
RECOMMENDATION: 1) Adopt Project Specification No. DS 13-12 for the modification of the existing traffic signal at the intersection of Ventura Road and Ninth Street; and 2) Approve the special budget appropriation recognizing the Federal grant funding of \$139,600 from the Highway Safety Improvement Program (HSIP), and transferring existing appropriations of Circulation System Improvement Funds in the amount of \$17,800 from project 113101 Traffic Signal at the intersection of Saviers Road and Hill Street as local match to Ventura Road and Ninth Street (Project No. 123103).
7. SUBJECT: Second Reading of **Ordinance No. 2868** Amending Section 17-15(C) of the City Code to Implement California Coastal Commission (Commission) Recommended Changes Pursuant to Commission Certification of Local Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use). (491)
RECOMMENDATION: Second reading and adoption.*

Finance Department

8. SUBJECT: FY 2013-14 Property Tax Rate for Voter Approved Obligations. (493)
RECOMMENDATION: Adopt **Resolution No. 14,385** establishing the FY 2013-14 tax rates on property in the City of Oxnard for the payment of voter approved obligations.

9. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange). (499)
RECOMMENDATION: Acting as the legislative body of Community Facilities District No. 2000-3 ("CFD No. 2000-3"), adopt **Resolution No. 14,386** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2013-2014.
10. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay). (509)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2: 1) Adopt **Resolution No. 14,388** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2013-2014; and 2) Adopt **Resolution No. 14,389** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2013-2014.
11. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay). (529)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4: 1) Adopt **Resolution No. 14,390** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2013-14; and 2) Adopt **Resolution No. 14,391** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2013-14.
12. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark). (547)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt **Resolution No. 14,392** setting a special tax rate within CFD No. 5 (Riverpark) for FY 2013-14.
13. SUBJECT: Special Tax Levy for Community Facilities District No. 6 (Northshore at Mandalay Bay). (567)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 6 adopt **Resolution No. 14,393** setting a special tax rate within CFD No. 6 (Northshore at Mandalay Bay) for Fiscal Year 2013-2014.

Fire Department

14. SUBJECT: Authorization to Accept a Grant Award from the Federal Emergency Management Agency Assistance to Firefighters Grant – Vehicle Acquisition, Aerial Ladder Truck. (573)
RECOMMENDATION: Adopt **Resolution No. 14,394** authorizing: 1) The City Manager to accept a grant award from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$906,242, to execute and submit all associated grant documents, including, but not limited to, applications, amendments, and payment requests, which may be necessary to carry out the scope of the grant; 2) A special budget appropriation recognizing grant award of \$906,242 and provide matching funds of \$343,758 from Half Cent Sales Tax (Measure O); 3) The Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) The Fire Chief or designee to submit non-financial reports.

Police Department

15. SUBJECT: Resolution Presented to Officer Victor Boswell for Twenty Years of Outstanding Service to the City of Oxnard. (579)
RECOMMENDATION: Adopt **Resolution No. 14,395**.

Public Works Department

16. SUBJECT: Sixth Amendment to Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. for Receiving Water Monitoring Services. (581)
RECOMMENDATION: Approve and authorize the Mayor to execute the Sixth Amendment to the Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) (A-6892) for additional scope of services, increase the amount by \$163,167 for a total of \$1,868,375 for receiving water monitoring services and extend the contract expiration date to September 30, 2013.

INFORMATION CONSENT ACTION: Moved to approve as recommend with staff reviewing combining tax districts (I-8). (Padilla/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. * Noes: Perello only (I-4 & I-7).

COUNCIL BUSINESS

At 11:09 p.m., the City Council concurred to continue the council meeting.

K. REPORTSPublic Works Department

7. SUBJECT: Utility Rates Assistance Program Options (333)
RECOMMENDATION: Receive a report on the options for a potential program to provide financial assistance on City utility bills to extremely low income residents and provide direction to staff on which option to pursue.
DISCUSSION: The Water Resources Manager reviewed the options for Utility Rates Assistance Program including assistance and annual review of participants. The Chief Financial Officer reviewed possible funding options.

Councilmembers discussed the possible options, possible use of Measure "O" funds, use of grant funds, proof of eligibility and funds from donations.

Public comments were received from: Ventura Fernandez; Pat Brown; Sal Gonzalez; and Francine Castanon.

ACTION: Moved to forward establishing this program with selection of option "one" and staff return to Council regarding financing options. (Ramirez/Flynn) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Councilmembers discussed: working with the local “Treetop” facility to stay in the community; Philippine Independence Flag Raising Ceremony; rules regarding Council procedures on placing items on the agenda; ethics policies; the opening of soccer fields at College Park; celebrating June 16th event; PEG channels (public access channel); future budget presentations and discussion regarding creation/retention of local jobs.

T. ADJOURNMENT

At 12:16 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 25, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:01 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn; Carmen Ramirez; Bryan A. MacDonald, Dorina Padilla and Bert E. Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Curtis P. Cannon, Community Development Director; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Stephen Fischer, Assistant City Attorney; Michael Henderson, General Services Manager; Michael More, Financial Services Manager; Anthony Emmert, Water Resources Manager; Todd Housley, Environmental Resources Superintendent; Phillip Gregoire, Streets Manager; Cynthia Daniels, Project Manager; Jason M. Samonte, Traffic Engineer; Lou Balderrama, City Engineer; and Grant Dunne, Management Analyst III.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:03 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed City of Oxnard v. Procter & Gamble, et al, VCSC Case No. 56-2012-00428233-CU-BC-VTA.

At 5:47 p.m., the Council reconvened.

J. APPOINTMENT ITEMS

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget by the following Departments/Divisions: 1) Public Works; 2) Library; 3) Finance; 4) General Services; and 5) Development Services.
DISCUSSION: The Interim Public Works Director, Water Resources Manager, Environmental Resources Superintendent, Streets Manager and City Engineer commented on department's challenges and projects including the GREAT projection; aging infrastructure; funding for levee (2014 Flood Map); County "J" drain project; staffing positions; personnel; future rate increases and services provided and benchmarks. The Chief Financial Officer stated staffing issues were not the reason for the down grading of bonds.
ACTION: The Council received the report and provided comments.

D. OPENING CEREMONIES

At 7:35 p.m., the meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Additional staff members present: Chris Williamson, Principal Planner and Kathleen Mallory, Contract Planner.

E. CEREMONIAL CALENDAR

1. SUBJECT: Resolution to Commander Ron Whitney for Thirty Three Years of Outstanding Service to the City of Oxnard. (003)
RECOMMENDATION: Adopt **Resolution No. 14,369**.
ACTION: Approve as recommended. (MacDonald/Ramirez) unanimously.
DISCUSSION: The Police Chief commented on the work of Police Commander Whitney and his commitment to serving the City of Oxnard for the last 33 years.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Matt Lorimer; William Terry; Miguel Espinosa; Franz Lopez; Ventura Fernandez; Pat Brown; Nancy Pedersen; Tom Garcia; Abel Magana; Francine Castanon; and Jim Laverey. The Assistant City Attorney reported on the disposition of the Halaco property.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

Public Works Department

1. SUBJECT: FY 2013-14 Assessments in Waterway Maintenance District. (005)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2013-14; and 2) Adopt **Resolution No. 14,370** for FY 2013-14 fixing assessments for the Waterway Maintenance District.
DISCUSSION: The Streets Manager and Management Analyst reviewed collecting of fees, maintenance of sea walls, and costs of other repairs. The Chief Financial Officer commented on the history of the seawall repair agreement and the funding for required seawall repair. The Interim Public Works Director discussed water quality and water circulation.

The Council discussed: assessment of the seawall repairs; city's liability to repair the seawalls, water circulation of seawater in boat docking areas; application for grants and future negotiations of seawall repairs.

Public comments received from: Steve Nash and Sandra Sudac.

ACTION: Close the public hearing. (Perello/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. Approved as recommended. (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

I. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Adoption of All Affordable Housing Opportunity Program (AAHOP) ordinance and related rezoning.
RECOMMENDATION: Continue to July 2, 2013.
ACTION: Approved as recommended. (Ramirez/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

J. APPOINTMENT ITEMSK. REPORTSDevelopment Services Department

1. SUBJECT: Report on Energy Efficiency Programs and the Final Draft City and Community Energy Action Plan (EAP), and Confirmation of Implementation of Three EAP Programs. (027)

RECOMMENDATION: 1) Receive and File a Report on Energy Efficiency Programs; and 2) Adopt **Resolution No. 14,371** approving the form and content of the Final Draft City and Community EAP and confirmation of implementation of three EAP programs required to qualify for the Southern California Edison (SCE) Energy Leadership Program Platinum Level.

DISCUSSION: The Principal Planner presented the EAP report which included information on energy consumption; new building energy requirements; and new State Building Codes requirements. The Contract Planner provided past electrical costs.

The Council commented on: the need for public input; future conditions that may be placed on new buildings.

Public comments were received from: George Sorkin and Steve Nash.

ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

Public Works Department

2. SUBJECT: Verbal Report - Update on the Groundwater Recovery Enhancement and Treatment (GREAT) Program.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Water Resources Manager reviewed the status of the twenty-year GREAT program; usage of local and imported water; benefits of GREAT program; proposed pricing of reclaimed water; impact of rate payers and the possibility of receiving federal, State and regional grants.

The Council discussed: the use of grants; future increase cost of imported water; proposed future water costs and water quality.

Public comments were received from: Daniel Lechlitter, Steve Nash and George Miller.

ACTION: Received the report and provided comments.

Finance Department

3. SUBJECT: Budget Study Session – Five Year Capital Improvement Program. (033)
RECOMMENDATION: Receive the Five-Year Capital Improvement Program (CIP) and provide guidance to staff for the Fiscal Years 2013-14 & 2014-15 Two-year Budget.
ACTION: Continue to future date.

L. PUBLIC COMMENTS ON REPORTSN. CITY COUNCIL BUSINESS/COMMITTEE REPORTSCity Clerk Department

1. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements. (035)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ventura County Star Newspaper (A-7599) for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.
DISCUSSION: The City Clerk briefly presented the committee's selection of Ventura Star which included the criteria required and other requirements.

The City Council requested information regarding selection progress.

ACTION: Continue to July 9, 2013.

O. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSION

1. SUBJECT: Restructuring Financing – Golf Course. (045)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.
ACTION: Continue to future date.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Special Projects Manager (I-1(d)).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Agreements for City Council Review. (049)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Community Development Department

2. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2013-14 within the Oxnard Downtown Management District. (053)
RECOMMENDATION: Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2013-14.

Public Works Department

3. SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company. (063)

RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 4487 with Granite Construction, Incorporated (Granite) and Blanket Purchase Order No. 4488 with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of \$1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2013-2014 fiscal year.

INFORMATION CONSENT ACTION: Moved to approve as recommended. (MacDonald/Perello)
Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: formation of Cultural Arts Committee; selection process of City Manager; computer application process of housing department; and an open position on the local United Conservation Water Board.

Councilmember Perello requested a future Council discussion of evaluation of City Manager and City Attorney positions.

T. ADJOURNMENT

At 11:22 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

July 2, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:01 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Steven Fischer, Assistant City Attorney; Barbara Murray, City Librarian; James Cameron, Chief Financial Officer; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; and Michael Henderson, General Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

J. APPOINTMENT ITEMS

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: 1) Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget including Department presentations by Library, General Services, Development Services, and Finance; and 2) Discuss remaining funding requirements for preparation of the required budget hearing.

DISCUSSION: The City Librarian outlined various library programs including community outreach, circulation services, reference/information services, teen summer reading program, presentations of artists including local artists and providing “wifi” service. She commented on the age of computers being used by the public, vandalism at the libraries, library hours, vacant staff positions, function of the Library Board, Friends of the Library Foundation and information regarding other Ventura County libraries.

The Council discussed: services provided at the Colonia branch and use/replacement of computers at all libraries.

The General Services Manager reviewed services provided: 1) Parks and Special Districts (including maintenance of parks, dog park, baseball fields, snack bars, open restrooms, cleaning sand at beach); facilities maintenance; 2) Fleet Services (fuel costs, maintenance of older vehicles, CNG use, replace of vehicles); 3) Graffiti Action Program (older vehicles, school presentations, fines recovered, annual costs); and 4) Procurement & Project Managements and the golf course.

The Council discussed: staffing levels, park restrooms, park reservations and funding of parks.

The Development Services Director outlined various department issues including personnel issues, training and responsibilities of the Planning Commissioners, and plan checking (building inspections, building permits, energy planning, performance objectives and Permit/Plan check software).

The Council commented on the training of Planning Commission and permit checking process.

The Chief Financial Officer reviewed activities of the Finance Department including General Accounting (payroll, account receivables); Budget & Grants Management (budget controls, grants management) Purchasing & Mail Services, and Financial Resources & Liability Management (debt service, insurance, risk management).

The Council provided comments regarding: 1) having internal auditor controller; 2) CAFR report; 3) staffing levels; 4) training and 5) use of computer software.

Public comments were received from: Elliott Gabriel; Jim Hensley; Darlene Miller; Lucy Cartagen; Eileen Tracy; Pat Brown and Larry Stein.

ACTION: Received report and provided comments to staff.

D. OPENING CEREMONIES

At 8:15 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers convened in the Council Chambers concurrent with Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Mark Pumford; tragedy of Firefighters in Arizona; and Alan Holmberg (who had fallen ill). Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; Sofia Balderrama, Special Projects Manager; and Greg Barnes, Interim Senior Services Supervisor.

E. CEREMONIAL CALENDAR

1. SUBJECT: Certificate of Welcome Presented to Newly Appointed Mexican Consul for the Tri-county Area, Ana Berenice Diaz Ceballos Parada.

ACTION: Mayor Flynn presented certificate to the Mexican Consul, Berenice Diaz Cabellos, and welcomed Ms. Cabellos to the community.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Woodrow Thomas; Darlene Miller; Dan Pinedo; Ralph James; Larry Stein; Vincent Stewart; Chuy Leon; Julio Alcala; Pat Brown; Robert Thompson; Francine Castason; Steve Nash; Patrick Barrios; Juan Delgado; and Eileen Tracy.

J. APPOINTMENT ITEMS

Finance Department

2. SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18. (089)
RECOMMENDATION: Receive and approve the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2013-14 to 2017-18.
DISCUSSION: The Chief Financial Officer identified possible CIP projects and funding options which included placement of new bonds, reviewed bond ratio, commented possible rate impact and use of Measure "O" funding.

The Deputy City Manager reviewed CIP funding that was available for Information Systems. The General Services Manager outlined park construction costs of Durley Park and the bidding process. The Interim Public Works Director stated that staff would review road repair policy and staff would be searching for new solutions.

Public comments received from: Eileen Tracy; William "Bill" Terry; and Steve Nash.

The Council discussed: 1) reviewing the current bond debt before considering issuing new bonds; 2) debt capacity of the City; 3) street repair requests; and 4) staffing levels.

ACTION: Approve as recommended (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla, and Perello.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending May 31, 2013 (Fiscal Year 2012-13). (003)

RECOMMENDATION: Receive Report.

ACTION: Received and filed.

I. PUBLIC HEARINGS

Development Services Department

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

RECOMMENDATION: Continue to July 9, 2013.

ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez MacDonald, Padilla, Perello and Flynn.

L. REPORT OF CITY MANAGER

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.

ACTION: Continue this item.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Discuss and Determine whether to Hold Closed Session Performance Evaluations of the City Manager and the City Attorney.

ACTION: Continue this item.

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

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

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Resolutions to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (021)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26; and 2) Adopt resolutions for FY 2013-2014 confirming assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26 in the following tracts: **Resolution No. 14,400**, Tract No. 2247, District No. 1 (Summerfield); **Resolution No. 14,401**, Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); **Resolution No. 14,402**, Tract No. 3384, District No. 3 (River Ridge); **Resolution No. 14,403**, Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); **Resolution No. 14,404**, Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); **Resolution No. 14,405**, Tract No. 4405, District No. 10 (Country Club Estates); **Resolution No. 14,406**, Tract No. 4376, District No. 11 (St. Tropez); **Resolution No. 14,407**, Tract No. 4294, District No. 12 (Standard Pacific); **Resolution No. 14,408**, Tract No. 4424, District No. 13 (Le Village); **Resolution No. 14,409**, Tract No. 4492, District No. 14 (California Cove); **Resolution No. 14,410**, Tract No. 4443, District No. 15 (Pelican Pointe); **Resolution No. 14,411**, Tract No. 4810, District No. 16 (California Lighthouse); **Resolution No. 14,412**, Tract No. 4702, District No. 17 (Village of San Miguel); **Resolution No. 14,413**, Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415 and 425, District No. 18 (St. John's Regional Medical Center); **Resolution No. 14,414**, Tract No. 4827, District No. 19 (Shopping at the Rose); **Resolution No. 14,415**, Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); **Resolution No. 14,416**, Tract No. 3384-7, 8, District No. 21 (Cypress Pointe); **Resolution No. 14,417**, Tract No. 4611, District No. 22 (McDonald's Median); **Resolution No. 14,418**, Tract No. 4529, District No. 23 (Greystone); **Resolution No. 14,419**, Tract No. 4529, District No. 24 (Vineyards); **Resolution No. 14,420**, Tract No. 4840, District No. 25 (The Pointe); and **Resolution No. 14,421**, Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).*

ACTION: Close the public hearing. (MacDonald/Padilla) Ayes: MacDonald, Padilla, Flynn, and Ramirez. Approved as recommended. (MacDonald/Padilla) Ayes: MacDonald, Padilla, Flynn, and Ramirez. Abstain: Perello only for districts 14 & 24.

ACTION: Mayor Flynn declared the public hearing open.

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

Police Department

2. SUBJECT: Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG): FY 2013 Local Solicitation. (069)

RECOMMENDATION: Adopt **Resolution No. 14,422:** 1) Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$111,981 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2013 Local Solicitation; 2) Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-7597) with the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley, designating the City of Oxnard as the lead Agency and fiscal agent for the JAG; 3) Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award; 4) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of JAG funds; and 5) Authorizing the Chief of Police or designee to submit all program related progress or status reports.

DISCUSSION: The Police Chief outlined the structure of the grant.

ACTION: Close the public hearing. (Perello/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. Approved as recommended. (Ramirez/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

K. REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Development Services Director (I-4); Interim Senior Services Supervisor (I-6); Interim City Manager and Special Projects Manager (I-7).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Greg Runyon (read letter of Chuy Leon).

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. **SUBJECT:** Minutes of the Regular Meeting of the Oxnard City Council for May 7, 14, and 21, 2013. (093)

RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (117)

RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

3. SUBJECT: Approval of Emergency Agreement with Genuine Parts Company for On-Site Fleet Parts Program. (119)
RECOMMENDATION: Approve and authorize the Mayor to execute an emergency agreement with Genuine Parts Company DBA NAPA Auto Parts (6212-13-CM) for \$315,000 for vendor to provide on-site repair parts and tires to City from July 1, 2013, through August 30, 2013.

Development Services Department

4. SUBJECT: Authorization to Disburse and Appropriate Public Art Funds. (155)
RECOMMENDATION: 1) Authorize the Cultural Arts Committee to disburse Public Arts funds in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs and artists; and 2) Approve a one-time appropriation in the amount of \$150,000 from fund balance of the Public Art Fund.
5. SUBJECT: Vacation of a Portion of a Public Service Easement Within Lot 1 of Tract 4386 Located at the Northeast Corner of Paseo Mercado and Ventura Boulevard. (157)
RECOMMENDATION: Adopt a resolution vacating a portion of a public service easement for water purposes as described in Exhibit A and depicted in Exhibit B of the resolution.

Recreation and Community Services Department

6. SUBJECT: Acceptance of the Retired and Senior Volunteer Program (RSVP) Grant for Fiscal Year 2013/2014. (163)
RECOMMENDATION: 1) Recognize grant revenue in the amount of \$69,277 and appropriate matching funds for the Retired and Senior Volunteer Program grant; and 2) Authorize the Interim City Manager or designee to execute grant agreements, the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments per the Federal Government's Continuing Resolution for the use of grant funds.
7. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After School Education and Safety Program in FY 13-14. (167)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with the Oxnard School District (A-7410) for the City to receive an amount not to exceed \$2,000,000 for providing after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY13-14, containing an option to renew the agreement annually; and 2) Approve a special budget appropriation to recognize state grant revenue and appropriation in the amount of \$2,000,000 from the After School Education and Safety (ASES) Program and adjust the matching funds from CDBG Entitlement (CDBG) allocation.

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

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:04 p.m. the concurrent meetings with the Community Development Commission Successor Agency concluded.

L. REPORT OF CITY MANAGER

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: public channel access; process to hire City Manager; supporting Oxnard College; appointment of a Water Commissioner; July 4th events and holiday safety.

T. ADJOURNMENT

At 11:12 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

July 16, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council and Housing Authority. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Rahsaan Tilford, Deputy General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

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).

DISCUSSION: The Housing Director reviewed the proposed modification of promissory note and extension of affordability period including terms of the loans and review of State and Oversight Agency. The Interim Redevelopment Services Manager also reviewed the approval process and Successor Agency.

Public comments were received from: Eileen Tracy, Karen Flock, Jodie Solorlo, Barbara Macri-Ortiz and Woodrow Wilson.

The Commissioners questioned the responsible of the City, any loss the City may incur, and project being on the ROPS list.

ACTION: Approved as recommended option one. (MacDonald/Ramirez). Ayes: Perello, Flynn, Ramirez, MacDonald, and Padilla.

HOUSING AUTHORITY

At 11:47 p.m. the joint meeting with the Housing Authority concluded.

L. REPORT OF SECRETARY

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.

DISCUSSION: The Interim Redevelopment Services Manager reported on status including ROPS 4 & 5, approved of contracts, outstanding contracts and use of common area at Heritage Square. The Deputy City Attorney commented on posting of ad hoc committees.

ACTION: Received update from staff.

M. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 11:52 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 11:52 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:29 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council and Housing Authority. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Grace Magistrale Hoffman, Deputy Executive Secretary; Stephen Fischer, Acting General Counsel; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by the Ventura County Junior Fair Board followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

HOUSING AUTHORITY

At 10:34 p.m. the joint meeting with the Housing Authority concluded.

K. REPORTS

Community Development Department

2. SUBJECT: Preliminary Review of Long-Range Property Management Plan and Designation of Successor Agency Properties Under Permissible Classifications. (221)

RECOMMENDATION: Receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation.

DISCUSSION: The Interim Redevelopment Services Manager outlined: 1) the process to recover loans to the Redevelopment Commission; 2) identify governmental purpose property, 3) identify non-governmental properties; 4) submit a plan to the State within six months and timeline to sell properties.

Dave Schey, property tax consultant (Coren & Cone), reviewed how properties would be held by City, purpose of property, how to dispose of property and proper transfer of property.

Public Comments were received from: Jim Gilmore; Pat Brown; Abel Magana and Jeff Burgh.

The Commissioners discussed: the need to identify properties for government use, proper use of properties, State guidelines and use of properties to be kept by the City.

ACTION: Received report and provided comments to staff. (Ramirez/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for June 4, 11, 18 and 25; July 2 and 9, 2013. (283)

RECOMMENDATION: Approve.

ACTION: Approved has recommended. (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello

CITY COUNCIL

At 11:43 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 11:43 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

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-3Reviewed By: City Manager mm City Attorney SME Finance mm Other (Specify) _____**DATE:** August 29, 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 09/10/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	General Services - Facilities Maintenance Art Gutierrez 385-8082	Ventura Asbestos Control Environmental & Demolition Contractors Agreement No. A-7610	Asbestos Abatement and Fire Proofing Services The City issued bid documents to 4 companies. 2 responded with proposals. The lowest bid is recommended for award. This project is to renovate the first floor West Wing of the City's Civic Center to make it available for City staff. Total Contract Amount: \$48,944 FundingSource: Facilities Maintenance	\$48,944
B	Original Agreement	Development Services - Planning Ashley Golden 385-7882	Brodersen Associates Agreement No. 6214-13-DS	On Call Landscape Architect Plan Check & Inspection Services City issued an RFP in February, 2013. Three responses were received. Brodersen Associates was selected as the firm with the most applicable experience to provide these services and to serve in situations where the primary firm could not. This agreement has a first term of two years and the amount of the agreement has been set at \$50,000. These terms are based on the need to have a steady service available without interruptions. Total Contract Amount: \$50,000 FundingSource: Planning Fees	\$50,000
C	Original Agreement	General Services - Parks and Facilities Development Ralph Alamillo 385-8341	Fence Factory Agreement No. 6276-13-CM	Skate Park At College Park- Fence Replacement Current security fence is unsafe and allows easy access to the park. Three quotes were obtained for the removal of existing fencing and installation of new fencing needed for added security and to address safety concerns. Total Contract Amount: \$55,500 FundingSource: Measure "O" Funds	\$55,500
D	Amendment	City Manager Grace Magistrale Hoffman 385-7445	DH Green Consulting Agreement No. 5885-12-CM Amendment 1	Prevention and Community Outreach Services Prevention and Community outreach services for the Oxnard Alliance for Community Strength. The purpose of the Alliance is to facilitate violence prevention efforts. Staff used a Request for Proposal (RFP) in 2012 to solicit proposals from qualified providers. Two proposals were submitted and DH Green was ranked as the best qualified for the work. The total amount of the contract is \$100,000. Funding in the amount of \$50,000 will be provided by the County of Ventura. Total Contract Amount: \$100,000 FundingSource: General Fund and County of Ventura	\$100,000

ATTACHMENT
PAGE 1 OF 4

City Manager Contract List for 09/10/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Amendment	Public Works Utilities Services - Water Procurement Anthony Emmert 207-1669	U.S. Bureau of Reclamation Agreement No. 6043-12-PW Amendment 1	Grant Management First Amendment to fund the United States Bureau of Reclamation (USBOR) staff time for ongoing grant management activities for the period of October 1, 2013 to December 31, 2013. These costs were previously funded by the American Recovery and Reinvestment Act (ARRA). ARRA funds are no longer available for the necessary USBOR staff. The City is providing funding for USBOR staff time. Total Contract Amount: \$55,000 FundingSource: 2010 Water Bonds	\$20,000
F	Amendment	Community Development Richard Bryan 385-7851	Alert Management Company Agreement No. 5882-12-CD Amendment 1	1st Amendment to Agreement for Property Management Services First amendment to agreement for property management services for vacant properties at 425-445 South B Street, 327 W. Fifth Street, 318 W. Fifth Street and 321 W. Sixth Street. Extend agreement for one additional year. Funding is on the Approved ROPS 2013-2014 for the period of July 1, 2013 to December 31, 2013 and is listed on the to be approved ROPS 5 for the period of January 1, 2014 to June 30, 2014. Total Contract Amount: \$28,800 FundingSource: Comm. Development Succ.Agency CCRP.	\$14,400
G	Purchase Order	Information Systems David Endelman 385-8205	ESRI Purchase Order No. 1258	Software Maintenance for ESRI Products ERSI provides the City with essential mapping and spatial database capabilities. Esri based applications and derived spatial data are intrinsic to core enterprise needs involving atlas production, utility modeling, dispatching, land management and EOC support. In order to receive software support along with annual upgrades to enhance software functionality, the City must purchase annual maintenance from this sole source provider. Total Contract Amount: \$29,840 FundingSource: Information Service Funds	\$29,840
H	Purchase Order	Fleet Services Bill Birch 385-8099	AMREP Inc. Purchase Order No. 1257	Repair of Refuse Truck Amrep is the builder of the truck and is the sole provider for its collection bodies. Through this purchase order we are requesting the most critical portions of the body be rebuilt/replaced. Sole source approval of this purchase order is requested as Amrep is the only facility equipped and adequately staffed to perform the extent of work necessary on this piece of equipment and do so in a timely manner. Staff has researched the alternatives and concludes that this is the best option available. Total Contract Amount: \$33,689 FundingSource: Fleet Services Fund	\$33,689

ATTACHMENT
PAGE 2 OF 4

City Manager Contract List for 09/10/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
I	Purchase Order	Public Works Utilities Services - Environ. Res. Residential Todd Housley 385-7957	Fairview Ford Purchase Order No. Req. 1252	Replacement Vehicles Replacement of two pick-up trucks. City issued bids to multiple vendors and received five responses. Fairview Ford was the lowest bidder. Vehicle #3514 and vehicle #3153 are in need of replacement. Total Contract Amount: \$48,500 FundingSource: Solid Waste Funds	\$48,500
J	Change Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Mladen Buntich Construction Co., Inc. Agreement No. A-7519 Change Order 11	Hueneme Road Recycled Water Pipeline Project Change Order No. 11 is for costs associated with the following items: 1) Air Blow-Off Valve, 2) Active pump and float system at unknown drain lines, 3) Traffic control plan modification, additional K-rail at Oxnard Drain, 4) Cement Treated Base, and 5) Additional asphalt removal at Station. Total amount for Change Order #11 is 47,825.96. This contract was a Public Bid. Total Contract Amount: \$6,394,904 FundingSource: Grants and Water Bonds	\$47,826
K	Change Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Mladen Buntich Construction Co., Inc. Agreement No. A-7519 Change Order 12	Hueneme Road Recycled Water Pipeline Project Change Order No. 12 is for costs associated with Air Vac Relief Valve at Station 116-83.06 due to a high point in the pipe. Total amount for Change Order #12 is 50,827.47. This contract was a Public Bid. This action is to ratify emergency approval due to time constraints. Total Contract Amount: \$6,445,731 FundingSource: Grants and Water Bonds	\$50,827
L	Task Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Sam Hill & Sons, Inc. Agreement No. A-7326 Task Order 36	Non-Scheduled Emergency Repairs & Maintenance to Water Infrastructure & Appurentances Task Order is to take the 18" water line out of service while the Recycled Water contractor excavated and installed the recycled water pipeline under the water line. Public Bid PW10-08 opened 6/16/10 with three (3) contractors responding. Sam Hill was the low bidder. Total Contract Amount: \$1,800,000 FundingSource: Water Operating Funds	\$48,790

ATTACHMENT
PAGE 3 OF 4
#1

City Manager Contract List for 09/10/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
M	Task Order	General Services - Parks and Facilities Development Ralph Alamillo	Jordan, Gilbert & Bain Agreement No. 3734-09-CM	On-Call Architecture Services Oxnard Transportation Center Heating and Air Conditioning System redesign. Complete design, plan check, construction documents. Request For Information and Submittals during construction.	\$42,063
		385-8341	Task Order 20A	Total Contract Amount: \$620,000 FundingSource: Transportation Development Act Funds	

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ATTACHMENT #1
PAGE 4 OF 4



Meeting Date: 9 / 10 / 13

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

Prepared By: Patricia Friend *PF*Agenda Item No. S-4Reviewed By: City Manager *MMH*City Attorney *RT*Finance *MM*

Other _____

DATE: August 13, 2013**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager Department *MH***SUBJECT:** Project Plans and Specification No. GS09-04 for Construction of East Village Park**RECOMMENDATION**

That the City Council adopt plans, specifications, and working details for Project Specification No. GS09-04 to construct a new park to be called East Village Park located at 2051 Jacinto Drive.

DISCUSSION

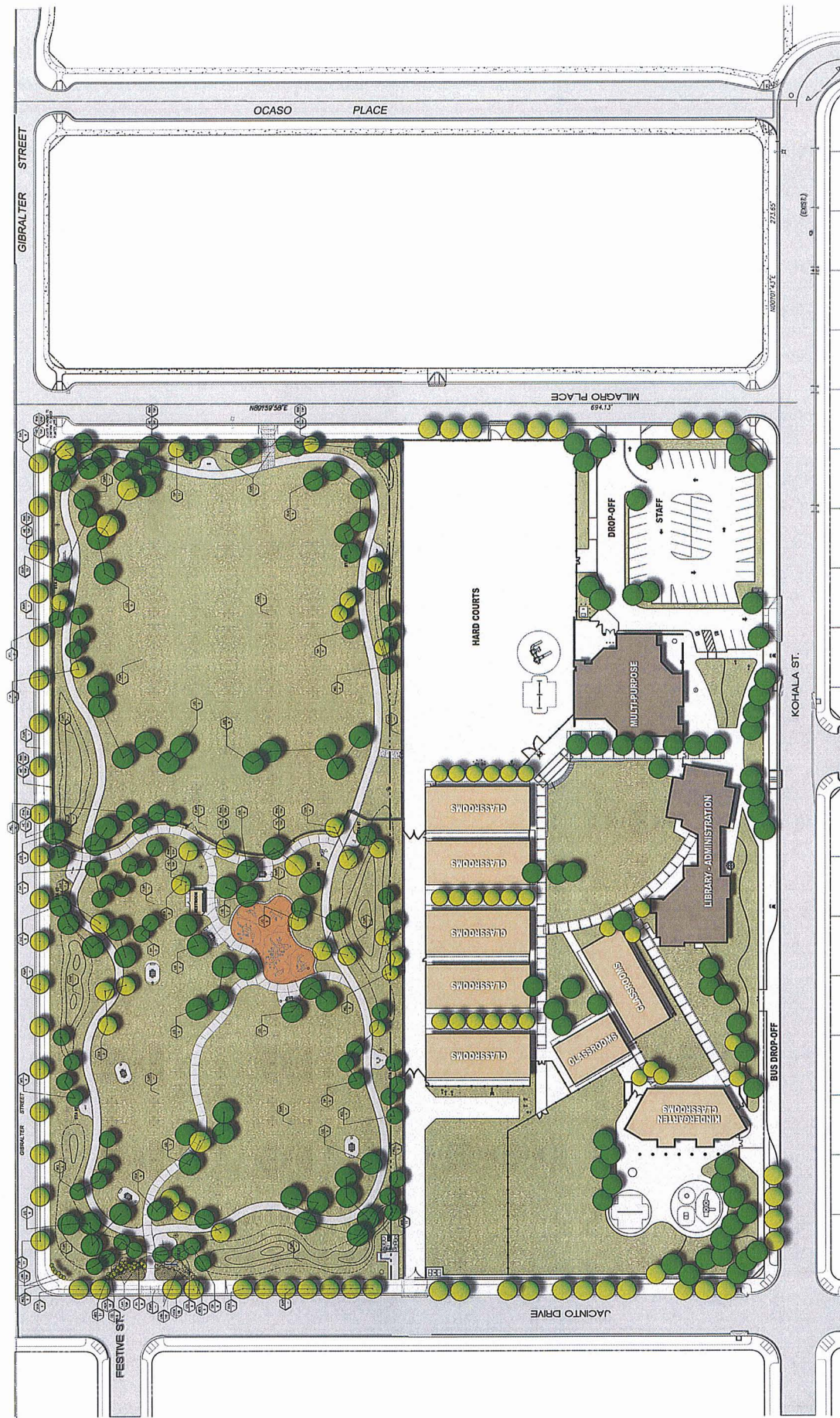
The project is to construct a new neighborhood park and requires site preparation with excavating, backfilling, compacting and drainage system; installation of all utilities that include water, sewer and electrical; construction of new playground areas with a tot lot for ages 2-5 and play area with equipment for ages 5-12; installation of exercise equipment area; covered picnic area with tables and BBQ; prefabricated restroom facilities; rubberized walking/jogging path around the park site; safety lighting; landscaping and irrigation; fencing and sidewalks and curbs. The new park is adjacent to Rio Rosales School. The City of Oxnard and the Rio School District have a Joint Use Agreement for the park and this Agreement allows for the north half of the park to be fenced and closed off from the public during school hours for their use only. The rest of the park will remain open to the public during normal park hours and the half of the park used only by the school will be available for public use after school hours and on weekends. The new fencing to be installed will separate the park and the school grounds for this agreed use arrangement.

FINANCIAL IMPACT

Construction of East Village Park is funded by Measure O and Quimby funds, appropriated to East Village Park Project No. 135705.

Note: Copy of Project Specification No. GS09-04 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, September 9th.

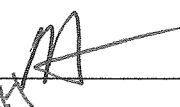
MH/pcf





Meeting Date: 9 / 10 / 13

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

Prepared By: Michael Henderson  Agenda Item No. S-5Reviewed By: City Manager  City Attorney  Finance  Other _____**DATE:** August 23, 2013**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent 
City Manager Department**SUBJECT:** Project Specification No. GS13-11 for Vineyards Park Improvements Walking Track

RECOMMENDATION

That the City Council adopt plans, specifications, and working details for Project Specification No. GS13-11 to rework the walking track at the Vineyards Park located at 2790 Smokey Mountain Road, River Park development.

DISCUSSION

The Vineyards Park is a 7 acre neighborhood park that was built by developers as part of the River Park development. This park has an existing walking track that is wood chip covered and has a problem with standing water and poor drainage. The plans and specifications call for the wood chips to be removed and in areas where necessary the site elevations to be modified with some minimum grading and a concrete base poured along the length with a rubberized surface poured to upgrade this walking track. This will address the drainage issue as well as provide for a better grade of walking track surface with a longer life and higher usage by residents.

FINANCIAL IMPACT

The funds for this park upgrade are to be provided from Community Facilities District Project 135701 Fund 174.

MH/pcf

Note: Copies of Project Specifications No. GS13-11 are available for review at the Contract Procurement Office, 1060 Pacific Ave., Bldg. 2, Oxnard after 8:00 a.m. on Monday, September 9, 2013.



Meeting Date: 9/10/2013

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

Prepared By: Cynthia DanielsAgenda Item No. 5-6Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]Other Winegar**DATE:** August 27, 2012**TO:** City Council**FROM:** Cynthia Daniels, Project Manager
Development Services Department**SUBJECT:** Special Budget Appropriation for Oxnard Boulevard Bicycle and Pedestrian Path**RECOMMENDATION**

That City Council approve a special budget appropriation recognizing federal revenue and appropriating \$334,000 to "Oxnard Blvd. Pedestrian & Bike Path" to construct the bicycle and pedestrian path east of Oxnard Blvd. and south of Gonzales Road.

DISCUSSION

After Congress reauthorized the Congestion Mitigation and Air Quality Improvement (CMAQ) Program through the adoption of the Transportation Equity Act for the 21st Century (TEA-21) in 1998, the City received a federal grant in 1999 totaling \$960,000 (with required expenditure beginning in federal fiscal year 2001/2002) for a bicycle and pedestrian path along Oxnard Boulevard from Vineyard Avenue to the Oxnard Transit Center at 201 E. Fourth Street. On November 18, 2003, the City Council adopted Resolution 12,525 approving the preferred alignment for the Oxnard Boulevard bicycle and pedestrian facility. In 2004, the City received a grant from the State of California's bicycle transportation account used to acquire right-of-way for the bicycle and pedestrian path (Agreement No. A-6469). In 2004, staff determined the project is a programmatic categorical exclusion under the National Environmental Policy Act (NEPA), and a categorical exemption under the California Environmental Quality Act (CEQA). The scope of the project was subsequently reduced when the Union Pacific Railroad Company and Southern California Edison refused to sell property for an easement to extend the bicycle and pedestrian path along Oxnard Boulevard from Vineyard Avenue to Second Street. In July 2013, the City Council approved the plans and specifications for construction of the bicycle and pedestrian path. The path is on the west side of the future Sports Park at Gonzales Road east of Oxnard Boulevard.

On July 23, 2013, the City was awarded \$334,000 of CMAQ funding for the construction and construction engineering of the project. The CMAQ grant represents 88.53 percent of total cost of the project. The matching funds of 11.47 percent were appropriated to the project in previous fiscal years from the State grant, Transportation Development Act Bicycle/Pedestrian Fund, and Air Pollution Buy-

down Fund.

FINANCIAL IMPACT

The Oxnard Blvd. Bicycle and Pedestrian Path, Project No. 003113, with a budget of \$1,932,885 is funded with federal and state grants, the Transportation Development Act Bicycle/Pedestrian Fund, and the Air Pollution Buy-down Fund. With City Council approval, federal grant funds for construction and construction engineering in the amount of \$334,000 will be recognized and appropriated to "Oxnard Blvd. Pedestrian & Bike Path" (Project No. 003113). Adequate funds have been appropriated as the local match to Project 003113.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: September 10, 2013
Phone: 385-7871

Reason for Appropriation:

Recognize federal grant to fund construction and construction engineering of Oxnard Blvd. Pedestrian & Bicycle (CML Project # 5129(029)) per. Amended Modification Summary (E-76) issued on 7/24/2013

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TRANSPORTATION MULTI-YEAR GRANTS (275)**

Revenues/Transfers In

TRANSIT SERVICES CIP (3167)

265-3167-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	<u>334,000</u>
	Sub-total Revenues	<u>334,000</u>

Expenditures/Transfers Out

OXNARD BLVD.PED.&BICYCLE (Project No. 003113)

265-3167-826.84-51	SERVICES FROM OTHER PROGRAMS	12,884
265-3167-826.82-08	SERVICES - CONSTRUCTION	12,884
265-3167-826.86-04	IMPROVEMENTS NOT BLDG--NEW	<u>308,232</u>
	Sub-total Expenditures	<u>334,000</u>

Net Change to Fund Balance 0

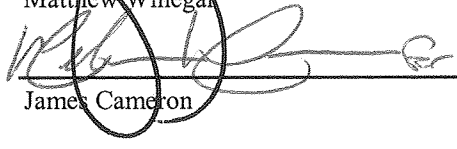
Net Appropriation Change 334,000

Approvals

Department Director


Matthew Winegar

Chief Financial Officer


James Cameron

Interim City Manager

Karen Burnham

ATTACHMENT 1

PAGE 1 OF 1

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

Prepared By: Cynthia Daniels *Ed*Agenda Item No. S-7Reviewed By: City Manager *JMM*City Attorney *SMF*Finance *WML*Other *Winegar* *RAN***DATE:** August 27, 2012**TO:** City Council**FROM:** Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels***SUBJECT:** Project Specification No. DS13-03 for Landscaping for Ventura Blvd., Santa Clara Avenue, and Auto Center Drive, and Special Budget Appropriation**RECOMMENDATION**

That City Council:

1. Adopt plans, specifications, and working details for Project Specification No. DS13-03 to install landscaping and irrigation at Ventura Boulevard, Santa Clara Avenue, and Auto Center Drive north of the 101 Freeway.
2. Approve a special budget appropriation to recognize and appropriate federal revenue in the amount of \$273,330 and appropriate local matching funds of \$35,413 from Air Pollution Buy-down Fund Balance.

DISCUSSION

Background. The City received federal funding as an earmark (from the Transportation Community & System & Preservation Pilot Program) for the Rice/Highway 101 interchange improvement project after the construction phase started. By federal law, the City was unable to apply the newest earmark to the interchange construction project. The earmark for \$660,000 may be used for other work related to the interchange, such as the landscaping and irrigation. Some of the landscaping was deleted from the interchange project because it was outside the city boundary. The City is prohibited from providing water outside the boundary of the Calleguas Municipal Water District, which is identical to the city boundary. The excluded landscaping area is included in a pending annexation request, which will resolve the issue of providing water to the new project area. The annexation will be completed before the landscaping project needs water for irrigation.

The Project. Landscaping and irrigation will be installed along Ventura Blvd. east of Santa Clara Avenue. Auto Center Drive west of Santa Clara Avenue will have landscaping on the north side of the street. The Santa Clara Avenue landscaping will be north of Auto Center Drive and south of the

intersection with Ventura Blvd. A turf area at Ventura Blvd. is designated as an environmental mitigation of the interchange project. The intent is to transfer the turf property to the adjacent mobile home park for permanent open space in a future, separate action of the City Council after the project is complete. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive and responsible bidder.

Project Budget. The request funds the project budget for construction and construction engineering. The grant requires an 11.47 percent local match, which is a total of \$35,413. Design costs of \$88,000 were funded by the Federal Grant and Gas Tax.

FINANCIAL IMPACT

The "Rice Hwy 101 Landscaping," project no. 133112, is funded with a federal grant and local match of State Gas Tax Fund and Air Pollution Buy-Down Fund. The special budget appropriation in the amount of \$308,743 includes new appropriations of federal funds for \$273,330 and \$35,413 from available Air Pollution Buy-down Fees as the local match.

Attachment #1-Special Budget Appropriation
#2-Caltrans Letter About Mitigation Parcel

CD

Note: Copies of Project Specification No. DS13-03 are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Friday, September 6.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: September 10, 2013
Phone: 385-7871

Reason for Appropriation:

Recognize federal grant award federal project identification no. TCSPL 5129 (077) in amount of \$273,330 to "Rice-Highway 101 Landscaping" per Amended Modification Summary (E-76) issued on July 29, 2013 and appropriate available Air Pollution Buy-down Funds as local matching funds.

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)**

Revenues/Transfers In

RICE HWY 101 LANDSCAPING (Project 133112)

275-9718-531.72-01	FEDERAL GRANT REVENUES	<u>273,330</u>
	Sub-total Revenues	<u>273,330</u>

Expenditures/Transfers Out

RICE HWY 101 LANDSCAPING (Project 133112)

275-3167-826.82-08	SERVICES - CONSTRUCTION	20,000
275-3167-826.86-04	IMPROVEMENTS NOT BLDG--NEW	237,679
275-3167-826.84-51	SERVICES FROM OTHER PROGRAMS	<u>15,651</u>
	Sub-total Expenditures	<u>273,330</u>

Net Change to Fund Balance 0

Fund: **AIR POLLUTION BUYDOWN FEE (118)**

Expenditures/Transfers Out

RICE HWY 101 LANDSCAPING (Project 133112)

118-3167-826.82-08	SERVICES - CONSTRUCTION	1,382
118-3167-826.84-51	SERVICES FROM OTHER PROGRAMS	3,237
118-3167-826.86-04	IMPROVEMENTS NOT BLDG--NEW	<u>30,794</u>
	Sub-total Expenditures	<u>35,413</u>

Net Change to Fund Balance (35,413)

ATTACHMENT #1
PAGE 1 OF 2

Net Appropriation Change

308,743

Approvals

Department Director

 8/28/13

Chief Financial Officer

 8/28/13

City Manager

ATTACHMENT #1
PAGE 2 OF 2

DEPARTMENT OF TRANSPORTATION

DISTRICT 7

100 MAIN STREET, SUITE 100
LOS ANGELES, CA 90012-3606
PHONE (213) 897-0362
FAX (213) 897-0360
TTY (213) 897-4937



*Flex your power!
Be energy efficient!*

Cynthia Daniels
Project Manager
City of Oxnard
Cynthia.Daniels@ci.oxnard.ca.us

Rice I/C Project
PM 31.4/33.0
EA 003431
SCH# 2001061129

April 11, 2013

Dear Ms. Daniels:

Pursuant to FHWA NEPA Regulation 23 CFR 771, CEQA Statute 15164, and Public Resource Code 21002 it has been determined that an Environmental Reevaluation/ Environmental Addendum is required for the VEN 101/Rice Avenue Interchange Improvement Project. Minor project changes have occurred and therefore the reevaluation process has been initiated to address these changes.

As the result of the interchange modifications identified in the Finding of No Significant Impact and Mitigated Negative Declaration, there were impacts identified with housing and relocation, disruption of community cohesiveness, and impacts to low-income minority populations. Specifically, the Owl Mobile Home Park located at 2535 Ventura Boulevard was acquired, and the County Squire Mobile Home Park was not acquired. The two mobile home parks were located directly adjacent to one another; and it was identified that community cohesiveness was lost when the residents were relocated from the Owl Mobile Home Park as a result of the project.

During the environmental revalidation in 2009, the City of Oxnard and Caltrans discussed converting an excess parcel (APN 149-0-100-350) near the County Squire Mobile Home Park to provide open space. The open space parcel was offered to the adjacent mobile home park property owner and subject to a deed restriction preventing development (including expansion of the mobile home park) or parking on the parcel as long as the mobile home park subsists. The City inquired about the property owners' interest because the pending public road dedication created an excess parcel for the potential open space. It was identified as an opportunity to provide an open space for the remaining mobile home park community to help maintain the community cohesiveness that was diminished during construction of the interchange. The property owner was notified of the city's deal and all the arrangements set forth in this letter would be subject to Oxnard's City Council review and approval. This letter will serve to notify the City of Oxnard that this conversion to open space is a component of the Rice Avenue Project as a measure to reduce the impact of project.

If you have any further questions regarding the Rice Avenue Interchange project, please feel free to contact Carlos Montez at 213-897-9116. Thank you.

Sincerely,

RON KOSINSKI,
Deputy Director, Division of Environmental Planning

"Caltrans improves mobility across California"



Meeting Date: 9/10/2013

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

Prepared By: Cynthia Daniels *[Signature]*Agenda Item No. S-8Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*Other Winegar *[Signature]***DATE:** August 27, 2013**TO:** City Council**FROM:** Cynthia Daniels, Project Manager
Development Services Department *[Signature]***SUBJECT:** Joint Use Agreement, Easement Deed for Southern California Edison Company (SCE) for Rice/Santa Clara Avenue Interchange Improvements at Highway 101**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an agreement with SCE for joint use of public right of way at Santa Clara Avenue and Ventura Boulevard (Agreement No. A-7614).
2. Approve and authorize the Mayor to execute a grant of easement to SCE to replace property acquired for the Rice/Santa Clara Avenue Interchange improvements at Highway 101.

DISCUSSION

The City Council approved Agreement No. A-6887 on July 13, 2010 to replace SCE's property rights acquired during condemnation of properties needed for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The agreement identified the need for joint use agreements where SCE's electric utility facilities encroached on city right of way. City Council approved Agreement No. A-7428 on July 26, 2011 for joint use of public right of way at Santa Clara Avenue and Ventura Boulevard. The recommendations implement the agreement to share public right of way with SCE, and replace property. SCE has overhead lines crossing at Santa Clara Avenue and Ventura Blvd. north of Highway 101. The City Council will give the property to the California Department of Transportation when the interchange improvements are completed (Agreement No. A-5560 approved September 2, 1998).

Agreement No. A-7614 supersedes the Agreement No. A-7428. SCE placed their overhead lines and poles outside the agreed alignment identified in Agreement No. A-7428 so the legal description and map were redrawn to reflect the actual location. The change in the alignment is minor (12.5 feet at the widest point) and does not adversely affect the city's interchange improvements or the future Caltrans right of way.

SCE Joint Use & Easement
September 10, 2013
Page 2

FINANCIAL IMPACT

There is no cost for the JUA or grant of easement.

CD

Attachment #1 - Agreement A-7614
#2 - Grant of Easement (Easement Deed)

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770

TITLE AND REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Approved - SCE Law Dept. AG/MR
RP File No.: REL202175406
Service Order No.: 800961833

Serial - 69679A
Affects SCE Document 221329

**THIS DOCUMENT CANCELS AND SUPERSEDES THAT CERTAIN JOINT USE AGREEMENT
RECORDED AUGUST 12, 2011 AS INSTRUMENT NO. 20110812-00118393-0.**

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF OXNARD, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain right of way easement recorded January 14, 1965 in Book 2709, page 568 of Official Records, in the Office of the Ventura County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has existing street right of way and has acquired easement rights for street and highway purposes for the construction and/or improvement of Rice Avenue and Santa Clara Avenue in said City, County of Ventura, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said future highway right of way is subject to Company's Easement; and

WHEREAS Company's facilities as now installed will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The Company's electrical facilities, including but not limited to, utility poles, wires, cables, and other appurtenances set forth in the Company's Easement ("Electrical Facilities"), insofar as they now lie in their current location, shall be relocated to a strip of land within the Future Right of Way

Joint Use Agreement
 Between S. C. E., a corp. and
 City of Oxnard
 Serial 69679A
 R.P. File No. REL202175406
 Affects SCE. Doc(s): 221329

(the "New Location"), more particularly depicted on the Exhibit "A" attached hereto and by this reference made a part hereof.

Company hereby consents to the construction, reconstruction, maintenance or use by City of highway improvements consisting of landscaping, irrigation, drainage and appurtenant facilities over, along and upon the New Location upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's Easement in said New Location and the priority of Company's title over the title of City in said New Location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said New Location for all of the purposes for which Company's Easement was acquired, without need for any additional permits or permission from City, except for any non-discretionary, ministerial permits as may otherwise be required by the City in the Company's ordinary course of business while operating, maintaining and making non-emergency repairs to its Electrical Facilities within City streets and highways.

In the event that the future use of said future street or highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's Electrical Facilities then existing in said New Location, the City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice. Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provisions for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's Electrical Facilities within said street or highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's Easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to reimburse Company for any loss Company may suffer because of any lack of or defect in City's title to said New Location or any subsequent location within said future street or highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its Electrical Facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its Electrical Facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its Electrical Facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any future right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Both City and Company shall use said New Location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional Electrical Facilities or the alteration of existing Electrical Facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said New Location by the other party. City agrees that Company's Electrical Facilities shall not be damaged by reason of the construction, reconstruction or

Joint Use Agreement
Between S. C. E., a corp. and
City of Oxnard
Serial 69679A
R.P. File No. REL202175406
Affects SCE. Doc(s): 221329

maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's Electrical Facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any shrubs, brush, tree or trees which may grow in said New Location in said future street or highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's Electrical Facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON
COMPANY,
a corporation

By Cynthia Calemmo
Cynthia Calemmo
Right of Way Agent
Land Management Division
Real Properties Department

State of California)

County of Tulare)

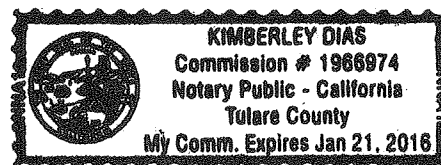
On August 13, 2013 before me, Kimberley Dias, a Notary Public, personally appeared Cynthia Calemmo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Kimberley Dias



Joint Use Agreement
Between S. C. E., a corp. and
City of Oxnard
Serial 69679A
R.P. File No. REL202175406
Affects SCE. Doc(s): 221329

CITY OF OXNARD, a municipal
corporation

By _____
Tim Flynn, Mayor

ATTEST:

By _____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By  _____
Stephen M. Fischer, Acting City Atty

APPROVED AS TO CONTENT:

By  _____
Cynthia Daniels, Project Manager

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between S. C. E., a corp. and
City of Oxnard
Serial 69679A
R.P. File No. REL202175406
Affects SCE. Doc(s): 221329

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between S. C. E., a corp. and
City of Oxnard
Serial 69679A
R.P. File No. REL202175406
Affects SCE. Doc(s): 221329

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between S. C. E., a corp. and
City of Oxnard
Serial 69679A
R.P. File No. REL202175406
Affects SCE. Doc(s): 221329

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

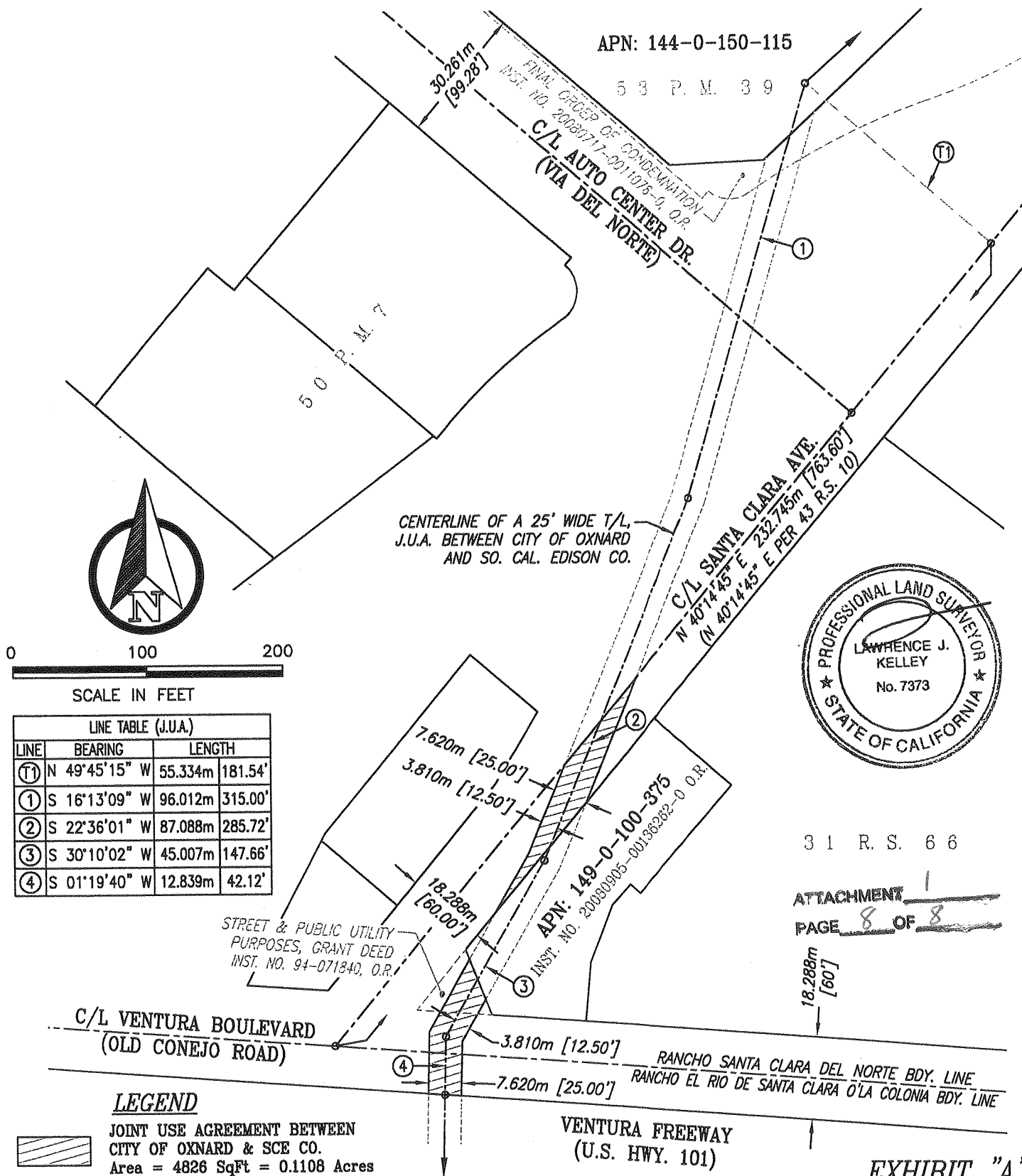


EXHIBIT "A"

PROJECT NAME: RICE AVE-101-SANTA CLARA, OXNARD (SANTA CLARA-LEVY-PROCGEN 66KV)	M.S.: 059-068
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W.O. NO.: 800961833	NOT. NO.: 202175406	CITY: OXNARD	COUNTY: VENTURA	STATE: CA
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SURVEYED BY: S.BOYD, S.CONTRERAS, C.BARDEN	SCE F.B. REF.:10743/39, 10752/57	DATE: 2012	 SOUTHERN CALIFORNIA EDISON
--	----------------------------------	------------	---

DRAWN BY: E.HERNANDEZ	MAP REF.: 20 R.S. 31 & 53 R.S. 39	 An EDISON INTERNATIONAL® Company
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CHECKED BY: L.KELLEY	TRES: L.CHAVEZ	224	SERIAL NO.: 69679A	FILE NAME: 2012-202175406 .DWG
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12/5/2012 4:09 PM, T:\2012-202175406_RICE AVE-101-SANTA CLARA_EX.B-LEGAL DESCRIPTION\2012-202175406.DWG

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
G03 - 2ND FLOOR
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: City of Oxnard
A.P.N. 149-0-100-375
RP FILE: REL202175406
SCE Doc No. 503688

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 68922A Service Order 800961833
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND _____ ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	Approved Real Properties Department
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LC DATE 07/22/2013 SCE Law Dept. MR

The CITY OF OXNARD, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", the right to construct, use, maintain, alter, add to, repair, replace, inspect and/or remove electric lines consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, on and over and across a strip of land twenty-five (25.00) feet wide, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of Ventura, State of California, described as follows:

LEGAL DESCRIPTION AS PER EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

The said right of way strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

The Grantee, its successors and assigns, and its and their agents and employees, shall have free access to said electric lines and every part thereof, at all times, for the purpose of exercising the rights herein granted, and shall have the right to keep free from brush, or any accumulation of inflammable material, all of the above described land. And the Grantors covenant for themselves, their heirs, executors, administrators and assigns, that they will not erect, place or maintain, or permit to be erected, placed or maintained, within the above described land, any building or other structure without first securing the written permission of the Grantee thereto, and that they will not plant or maintain, or permit to be planted or maintained, any tree or trees, or shrubs, so that any of them will interfere with or endanger the wires, structures or appurtenances of the Grantee, its successors or assigns, and agree that if any tree or shrub shall grow or be so near to any of said wires, structures, or appurtenances as to endanger the same or interfere with the proper operation or care thereof, the said Grantee, its successors and assigns, and its and their agents and employees, may trim or remove such tree or shrub so as to prevent such interference or danger.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

Grant of Easement
City of Oxnard to
S.C.E.Co., a corp.
Serial No. 68922A
RP FILE: REL0264555

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20 ____.

CITY OF OXNARD, a municipal corporation

By _____
Tim Flynn, Mayor

ATTEST:

By _____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By 
Stephen M. Fischer, Acting City Atty

APPROVED AS TO CONTENT:

By 
Cynthia Daniels, Project Manager

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Grant of Easement
City of Oxnard to
S.C.E.Co., a corp.
Serial No. 68922A
RP FILE: REL0264555

State of California)

County of _____)

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

State of California)

County of _____)

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
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capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Grant of Easement
City of Oxnard to
S.C.E.Co., a corp.
Serial No. 68922A
RP FILE: REL0264555

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

SERIAL 68922A

BEING A STRIP OF LAND, 7.62 METERS (25 FEET) WIDE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, OVER A PORTION OF LOT 65 OF THE RANCHO SANTA CLARA DEL NORTE, AS PER MAP RECORDED IN BOOK 3, PAGE 26 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY, THE CENTERLINE OF SAID STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SANTA CLARA AVENUE, 18.288 METERS (60.00 FEET) WIDE, WHICH BEARS NORTH 40°14' 45" EAST 47.229 METERS FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTHERLY LINE OF VENTURA BOULEVARD, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 31, PAGE 66 OF RECORDS OF SURVEY IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 22°36' 01" WEST, 3.341 METERS; THENCE SOUTH 30° 10' 02" WEST, 38.923 METERS TO SAID NORTHERLY LINE OF VENTURA BOULEVARD 18.288 METERS (60 FEET) WIDE.

EXCEPT THAT PORTION LYING WITHIN THAT CERTAIN GRANT DEED FOR STREET AND PUBLIC UTILITY PURPOSES RECORDED ON APRIL 26, 1994 AS INSTRUMENT 94-071840, OFFICIAL RECORDS OF SAID COUNTY.

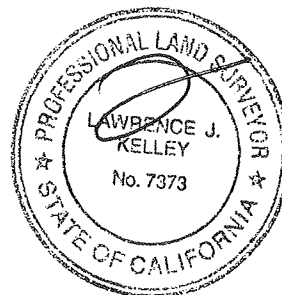
THE SIDE LINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID SOUTHEASTERLY LINE OF SANTA CLARA AVENUE AND ON THE NORTHEASTERLY LINE OF SAID GRANT DEED.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

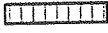
 DATE 10/25/12
LAWRENCE J. KELLEY, P.L.S. No. 7373

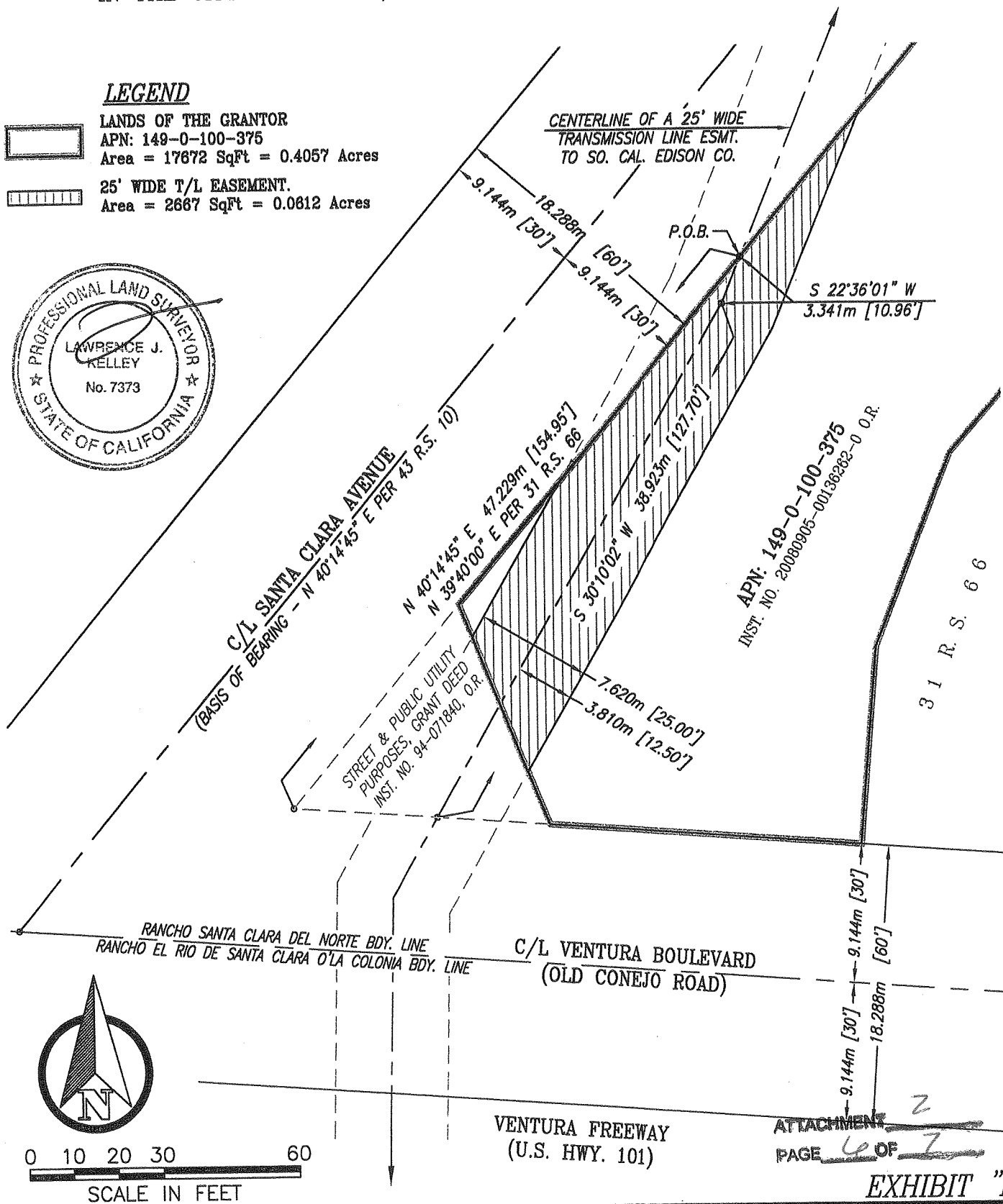
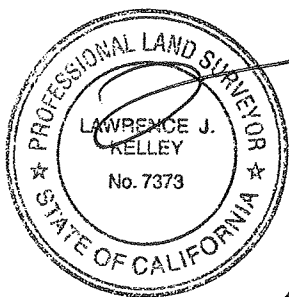
SOUTHERN CALIFORNIA EDISON COMPANY



A PORTION OF LOT 65, RANCHO SANTA CLARA DEL NORTE, 3 M.R. 26,
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

LEGEND

-  LANDS OF THE GRANTOR
APN: 149-0-100-375
Area = 17872 SqFt = 0.4057 Acres
-  25' WIDE T/L EASEMENT.
Area = 2667 SqFt = 0.0612 Acres



ATTACHMENT 2
PAGE 4 OF 7
EXHIBIT "B"

PROJECT NAME: RICE AVE-101-SANTA CLARA, OXNARD (SANTA CLARA-LEVY-PROCGEN 66KV)				M.S.: 059-068	
W.O. NO.: 800961833	NOT. NO.: 202175406	CITY: OXNARD	COUNTY: VENTURA		STATE: CA
SURVEYED BY: S.BOYD, S.CONTRERAS, C.BARDEN		SCE F.B. REF.:10743/39, 10752/57	DATE: 2012		
DRAWN BY: E.HERNANDEZ		MAP REF.: 20 R.S. 31 & 53 R.S. 39			
CHECKED BY: L.KELLEY		TRES: L.CHAVEZ	SERIAL NO.: 68922A		
		FILE NAME: 2012-202175406		.DWG	

Grant of Easement
City of Oxnard to
S.C.E.Co., a corp.
Serial No. 68922A
RP FILE: REL0264555

EXHIBIT "C"

THAT PORTION OF LOT 65, RANCHO SANTA CLARA DEL NORTE, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3, PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 65, DISTANT SOUTH 86°31' EAST 508.14 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 65; THENCE ALONG SAID SOUTHERLY LINE, NORTH 86° 31' WEST 382.14 FEET TO THE TRUE POINT OF BEGINNING; THENCE,

1st: NORTH 4° 22' 0" EAST 42.83 FEET; THENCE,

2nd: NORTH 21° 17' 0" EAST 45 FEET; THENCE,

3rd: NORTH 41 °09' 0" EAST 20 FEET; THENCE,

4th: SOUTH 50° 20' 0" EAST 10 FEET; THENCE,

5th: NORTH 41°09' EAST 105 FEET TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 50° 20' EAST FROM A POINT ON THE SOUTHEASTERLY LINE OF SANTA CLARA AVENUE 60 FEET WIDE, SAID POINT BEARS NORTH 39°40' 00" EAST 277 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 65; THENCE ALONG SAID LINE.

6th: NORTH 50° 20' WEST 76 FEET TO SAID SOUTHEASTERLY LINE OF SANTA CLARA AVENUE; THENCE ALONG SAID SANTA CLARA AVENUE,

7th: SOUTH 39°40' 0" WEST 277 FEET TO SAID SOUTHWESTERLY CORNER OF LOT 65, BEING ON THE NORTHERLY LINE OF OLD CONEJO ROAD; THENCE ALONG SAID OLD CONEJO ROAD,

8th: SOUTH 86° 31' EAST 126.00 FEET TO THE TRUE POINT OF BEGINNING.



Meeting Date: 9/10/13

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. S-9Reviewed By: City Manager *MM*City Attorney *BT*Finance *MM*

Other (Specify) _____

DATE: August 26, 2013**TO:** City Council**FROM:** James Williams, Fire Chief
Fire Department *James Williams***SUBJECT:** Authorization to Accept a Reimbursement from Ventura County Emergency Medical Services Agency and Purchase of Computer Software**RECOMMENDATION**

That City Council: 1) approve a special budget appropriation recognizing and appropriating reimbursement from the Ventura County Emergency Medical Services Agency (VCEMSA) for the purchase of required software program in the amount of \$75,000; and 2) Authorize the Fire Chief or designee to purchase the required software program.

DISCUSSION

The City of Oxnard Fire Department has received \$75,000 from VCEMSA to provide a computer software program for Emergency Medical Dispatch (EMD) for the combined police/fire dispatch center. The program is required by VCEMSA for all dispatch centers within Ventura County that deploy emergency medical services. The Fire Department is requesting to recognize the funds and purchase the required software program with the funds provided by VCEMSA. The purchase will follow all applicable city purchasing requirements.

FINANCIAL IMPACT

The special budget appropriation included the recognition of \$75,000 to Reimbursement Revenue Account (101-2201-581-7519) and appropriate software purchase to Equipment Account (101-2201-802-8606).

Attachment No. 1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Fire
Project/Program _____
Manager: Brad Windsor

Date: July 23, 2013
Phone: ext. 7708

Reason for Appropriation:

To recognize and appropriate reimbursement from County of Ventura for the CAD/RMS software purchase required by the County

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Revenues/Transfers In

FIRE SUPPRESSION (2201)

101-2201-581.75-19 MISCELLANEOUS REV / OTHER REIMBURSEMENTS 75,000

Sub-total Revenues 75,000

Expenditures/Transfers Out

FIRE SUPPRESSION (2201)

101-2201-802.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW 75,000

Sub-total Expenditures 75,000

Net Change to Fund Balance 0

Approvals

Department Director

Chief Financial Officer

City Manager

Attachment 1
Page 1 of 1

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

Prepared By: Karl Lawson *K.L.* Agenda Item No. S-10

Reviewed By: City Manager *MMH* City Attorney *RT* Finance *MMH* Successor Agency _____

DATE: August 21, 2013

TO: City Council

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

SUBJECT: Affordable Housing and Rehabilitation Division Loan Program Policies

RECOMMENDATION

That City Council approve revisions to the Affordable Housing and Rehabilitation Division loan program policies.

DISCUSSION

In 1994, the City first instituted a program to assist qualified buyers to purchase their first home, adopting guidelines for that program on June 7, 1994. Over the years, various other loan programs have been instituted, including programs for purchasers of mobile homes, and loans for rehabilitation of homes and mobile homes. The City receives funding from the federal HOME program for the specific purpose of providing loans to first-time homebuyers and funding for rehabilitation of homes. In order to qualify for funding under these programs, applicants must be Oxnard residents who fall within the federal standards as low-income households. More than 700 families have received assistance as first-time homebuyers under this program, with many more families having received loans for property rehabilitation. The current program policies were adopted by Council on April 8, 2011, and revised on May 1, 2012.

Housing staff has prepared an updated revision to the guidelines for the Loan Program Policies. Those revisions are set forth in the document identified as Attachment No. 1 hereto. The proposed revisions are designed to allocate funds in order to maximize availability of affordable housing resources for the greatest number of Oxnard residents possible; formalize and strengthen the manner in which loans are secured; and to recover costs associated with homebuyer- or lender-initiated requests to redraw loan documents.

The proposed revisions include the following notable elements:

1. Eliminate the Mobile Home Replacement program;

2. Clarify that recipients are permitted to receive a housing assistance loan only once;
3. Clarify that the City as a matter of policy will secure loans by placement of liens and recording of Deeds of Trust on all houses which are covered by homebuyer or rehabilitation loans; and for mobile home rehabilitation loans, by placement of a Statement of Lien with the State Department of Housing and Community Development (HCD); and
4. Institute a \$100.00 fee for redrawing of loan documents, unless the request to redraw is initiated by the City.

The following explains each of the four proposed policy modifications.

The first two proposed policies enumerated above are related. Both are designed to enable the City to assist more households in the purchase or rehabilitation of their homes by spreading funds out to a greater number of households. Over the years, the City has assisted over 80 families in the purchase of replacement mobile homes. In FY 2012-2013, four (4) families received financing for replacement mobile homes, with a total assistance amount of \$411,000, or an average of over \$100,000 in HOME funding per mobile home. In contrast to mobile homes, the dollar amount of HOME-funded gap financing assistance provided to first-time homebuyers of single-family homes or condominiums in FY 2012-2013 was just over \$22,650 per homebuyer. Thus, while the mobile home replacement program has provided valuable assistance to families who need to replace their mobile home, the same amount of funding can assist nearly five times as many families to become first-time homebuyers.

The second recommendation is to formally institute a one-time-only policy for recipients of City housing loan assistance. In some cases, families who purchased their home with financial assistance from one of the City's first-time homebuyer programs return to the City several years later to apply for financial assistance to rehabilitate that home. Limiting families to one application allows available funding to be allocated to other families who have not previously received assistance.

The third proposal institutionalizes a requirement that staff has already instituted administratively. Prior to 2008, loans were sometimes provided without placement of a lien or recordation of a Deed of Trust. Inclusion of the City's affirmative declaration of our policy to place lien and record Deeds of Trust will serve to place prospective loan recipients, real estate professionals, and lending institution on notice of this practice.

The fourth proposed change arises from the Affordable Housing Division's recent experiences, and reflects staff's effort to reduce at least a portion of the administrative costs associated with loan servicing. Staff has recently experienced several cases in which first-time homebuyers and/or their primary lending institution has requested the re-drawing of loan documents, after City staff has already invested significant time and resources in the preparation thereof. The drawing of documents is labor-intensive, time-consuming and requires tremendous attention to detail. Staff proposes instituting a \$100.00 fee for non-City initiated redraw request, in order to recover a small portion of the cost of the invested time and resources, and to encourage homebuyers and their primary lenders to proceed with the City loan process only when all is in order on their end.

FINANCIAL IMPACT

Account No. 295-5163-804-8364 has HOME funds appropriated by Council for the various loan programs administered by Affordable Housing and Rehabilitation division. The proposed changes are not projected to increase program costs, inasmuch as staff has for some time implemented the practice of placement of liens and recordation of Deeds of Trust. The proposed change related to loan servicing (the institution of the \$100.00 fee for requests to redraw loan documents) is projected to reduce administrative costs slightly and increase program revenue by an amount of less than \$1000.00 annually.

KL/kl

Attachment #1 - Proposed Affordable Housing Loan Program Policies

City of Oxnard

Affordable Housing & Rehabilitation Division

Loan Program Policies

Effective September 10, 2013



City of Oxnard
Affordable Housing & Rehabilitation Division
430 South D Street, Oxnard, CA 93030
(805) 385-7400 - (805) 385-7416 FAX
www.housing.cityofoxnard.org



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INTRODUCTION

The City of Oxnard Affordable Housing & Rehabilitation Division offers loans to income-qualified families requiring assistance for homebuyers, home repairs, or mobilehome replacement. The programs are funded by the Home Investment Partnership Program (HOME) and by the Community Development Block Grant Funds (CDBG). These funds are restricted to assisting households that fall within the income limits identified above. A brief summary of the differences are illustrated below. For details, please refer to the appropriate section of these guidelines.

Section	Program	Income Limit	Funding Source
I	Citywide Homebuyer Loan	Up to 80% AMI	HOME
II	Citywide Mobilehome Rehabilitation Loan	Up to 80% AMI	HOME
III	Citywide Single Family Matching Rehabilitation Loan	Up to 80% AMI	HOME
IV	Citywide Single Family Rehabilitation Loan	Up to 80% AMI	HOME

Effective Date of Amended Policies

These policies shall modify and amend the policies adopted by City Council on April 19, 2011 and amended on May 2, 2013, and shall be applicable to all loan applications processed or after September 11, 2013.

FAIR HOUSING AND AFFIRMATIVE MARKETING

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with disabilities, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. This information is used to show that protected classes (i.e. age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

I. CITYWIDE HOMEBUYER LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Homebuyer Loan available to income-qualified families to purchase their first home in the City of Oxnard. The Program will provide assistance in the form of a forgivable loan to potential homebuyers to make homeownership more attainable. The Program is funded by the Home Investment Partnership Program (HOME).
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Borrowers and co-borrowers are required to submit an executed Uniform Residential Loan Application (Fannie Mae Form 1003). • Applicants must be First-Time Homebuyers. • Applicants must be Oxnard residents at time of application and must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for the Ventura County, Oxnard-Thousand Oaks-Ventura area as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PURCHASE PRICE LIMITS	Maximum purchase price cannot exceed HOME Value Limits (See Appendix "E").
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct an inspection as required per HOME regulations. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector. • The property must be free from any defects that pose a danger to the health or safety of occupants prior to the close of escrow. Any incipient building code violations must be corrected prior to sale or occupancy.
TRANSACTION TYPE	Purchase transactions only.

LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgivable at the end of the Loan term. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0% annual deferred interest. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other City loan or product. This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.												
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.												
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be required.												
MINIMUM LOAN AMOUNT	\$1,000												
MAXIMUM ASSISTANCE	- The Maximum Assistance cannot exceed HOME maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. - The loan provides up to thirty thousand dollars (\$30,000) of the purchase price including closing costs. The loan will assist to close the "gap" between the purchase price, primary lender's maximum loan amount, closing costs, and the maximum homebuyer's contribution. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. <i>For example:</i> SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH <table> <tr> <td>Purchase Price of Property</td><td style="text-align: right;">\$240,000</td></tr> <tr> <td>Plus estimated non-recurring closing costs</td><td style="text-align: right;">7,200</td></tr> <tr> <td>Less Maximum Primary loan amount</td><td style="text-align: right;">(154,000)</td></tr> <tr> <td>Less homebuyer contribution</td><td style="text-align: right;">(5,000)</td></tr> <tr> <td>Other subsidies or financial assistance</td><td style="text-align: right;">(58,200)</td></tr> <tr> <td>Equals "GAP"</td><td style="text-align: right;">30,000</td></tr> </table> The City reserves the right to adjust the Loan amounts and percentages based on the type and amount of funds available in all funding sources.	Purchase Price of Property	\$240,000	Plus estimated non-recurring closing costs	7,200	Less Maximum Primary loan amount	(154,000)	Less homebuyer contribution	(5,000)	Other subsidies or financial assistance	(58,200)	Equals "GAP"	30,000
Purchase Price of Property	\$240,000												
Plus estimated non-recurring closing costs	7,200												
Less Maximum Primary loan amount	(154,000)												
Less homebuyer contribution	(5,000)												
Other subsidies or financial assistance	(58,200)												
Equals "GAP"	30,000												
HOMEBUYER CONTRIBUTION	The minimum homebuyer contribution shall be \$5,000 with a maximum homeowner contribution to include all liquid assets (as permitted by law).												

USE OF FUNDS	Program funds may be used for the down-payment and/or non-recurring closing costs. For example: credit report, escrow fee, closing fee, recording, title insurance, etc.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
PRE-APPROVAL/ ESCROW/ APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: income, assets, legal residency, Fannie Mae Form 1003, credit report, full income and asset documentation, bank statements, HUD-approved homebuyer education certificate and Good Faith Estimate (GFE). • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter to the Borrower which may be submitted with an offer to purchase. • Escrow must open within ninety (90) days from the date of the pre-approval letter. • Upon written request, a thirty (30) day extension to open escrow will be granted from the expiration date of the pre-approval letter. • Escrow should close within sixty (60) days of opening. • Final Loan Approval will be granted upon receipt of the Estimated Settlement Statement (HUD-1) and the property passing the required inspections. • Loans will be submitted to the City's Loan Review Committee (LRC) for final approval.
AGREEMENT APPROVAL	• Loan Agreements will be present to the City's Contract Compliance Review Committee (CCRC) for approval.
FIRST TRUST DEED LOAN TERMS	• <u>First Mortgage Product Type</u>: fixed rate 30-year fully amortized loans only. Balloon, interest-only, adjustable rate, negatively amortizing loans, temporary buy-downs, or loans with prepayment penalties are not allowed. • <u>Maximum Loan Amount</u>: determined by the lender (limited by Program's maximum debt ratios.) • <u>Additional Liens</u>: must be approved by the City. • <u>Impounds</u>: not required • <u>Lender Fees</u>: must be reasonable and customary based on industry standards. • <u>FHA Loans</u>: 1) Closing costs can be charged to the borrower per FHA closing cost allowances; and 2) The maximum front end ratio [Principal Interest Title and Insurance (PITI)] shall be 35%.
PROPERTY TAX AND INSURANCE CALCULATIONS	When determining the monthly amount of property taxes, fire and mortgage insurance premiums on all down payment assistance loans, the following standard factors will be used, unless documentation can be provided to justify actual figures: • Property Taxes: .0125 of the purchase price, adjusted monthly. • Hazard Insurance Premiums: are estimated at .03 of the loan amount, adjusted monthly. • Private Mortgage Insurance (PMI) or Mortgage Insurance (MI): actual amount, adjusted monthly.

MAXIMUM FRONT END RATIO	Under the Program, HOME does not place restrictions on the minimum front end ratio, therefore assistance will be provided to the extent that will ensure that the household's front end ratio does not exceed 35% of their income.
MAXIMUM BACK END RATIO	• 45% of the applicant(s) monthly income • Co-signed, Deferred and Secured Loans shall be included in the determination of the debt-to-income ratio unless paid or refinanced by a joint responsible party prior to or at close of escrow.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	100% of the purchase price or appraised value, whichever is less.
HOMEBUYER EDUCATION	• The course must be attended in person, through a HUD-approved Homebuyer Education Provider located within Ventura County. • A Homebuyer Education Certificate must be issued for all buyers within the last 12 months from the date of application.
NON PURCHASING SPOUSE	The income, assets, debts, and liabilities of the non-purchasing spouse will be considered in qualifying the household. For purposes of the Program, if the information of a spouse is not included on the Fannie Mae Form 1003, a separate Fannie Mae Form 1003, income, asset, and credit report documentation must be provided. First-Time Homebuyer status must also be met in addition to all requirements.
COSIGNERS / COMORTAGORS/ COBORROWERS	Must meet borrower eligibility requirements.
REDRAW OF LOAN DOCUMENTS	A \$100 fee will be charged for each request to redraw loan documents prior to closing. This fee shall not apply if City initiates the redraw.
SUBORDINATION	A processing fee of \$50 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$50 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
CITY FEES	No City or Lender fees will be charged for the origination of a Program Loan. However, subordination, payoff demands, and redraw of loan documents will have a processing fee. See Subordination, Payoff Demands, and Redraw of Loan Documents Sections for <i>applicable fees</i> .
PAYMENT OF LOAN	The Program Loan payments (principal and interest) will be deferred for the term of the loan.
LOAN PAYMENTS	Payment may be made by mail or in person at 435 South D Street, Oxnard, CA 93030. <i>Payments must be in the form of personal check, cashier's check or money order, no cash allowed.</i>
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or

	Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify City in writing within 10 days of such absence.
ASSUMABILITY	The Loan is not assumable.
DISCLOSURE OF INFORMATION	No personal information will be disclosed to a third party not listed on the application and/or supporting documentation without prior written authorization from the applicants, or as directed by law.
PENALTIES FOR APPLICANT/ LENDER MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten business (10) days from the date of the denial letter.

II. CITYWIDE MOBILEHOME REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Mobilehome Rehabilitation Loan available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME).
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies, when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report (as per HOME Regulations).
CITY FEES	No City or Lender fees will be charged for the origination of a Program Loan. However, subordination, payoff demands, and redraw of loan documents will have a processing fee. See Subordination, Payoff Demands, and Redraw of Loan Documents Sections <i>for applicable fees</i> .
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any mobilehome residence. • The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• HOME assisted projects must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.
HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").

PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	- The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. - The Program will provide a Loan of up to \$30,000.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including the City's Citywide Mobilehome Rehabilitation Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$10,000 and 10 years if the Loan amount is from \$10,001 up to \$20,000. A loan of up to \$20,000 has no interest and is forgiven at the end of the Loan term. - Any amount in excess of \$20,000 will have a repayment term of ten years with a minimum payment of \$25 per month, up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - The Loan has zero percent interest (0) as described in the Note and Truth In Lending Disclosure Statement. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other City loan or product. This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
PAYMENT OF LOAN	The Program Loan payment will be deferred for the term of the loan on a loan amount up to \$20,000. On amounts exceeding \$20,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
LOAN SECURITY	City shall secure the loan by placing a lien on the property with a Statement of Lien filed with the State of California Department of Housing and Community Development.
ASSUMABILITY	The Loan is not assumable.
SUBORDINATION	A processing fee of \$50 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$50 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.

ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the HQS Inspection Report (as per HOME Regulations). • Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department

	or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

III. CITYWIDE SINGLE FAMILY MATCHING REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Matching Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME).
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report.
CITY FEES	No City or Lender fees will be charged for the origination of a Program Loan. However, subordination, payoff demands, and redraw of loan documents will have a processing fee. See Subordination, Payoff Demands, and Redraw of Loan Documents Sections <i>for applicable fees</i> .
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application. • Applicants and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • Assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct a lead based paint, asbestos, and HQS

	Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.
HOME VALUE LIMITS	Maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. Program will provide a Loan of up to \$30,000 for rehabilitation. The Loan provides a 3 to 1 match of the homeowner's contribution. <i>For example: If the homeowner contributes \$3,000, the City may contribute up to \$9,000; if the homeowner contributes \$5,000, the City may contribute up to \$15,000.</i>
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgiven at the end of the Loan term. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0.00% interest. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other City loan or product. This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.

COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan.
ASSUMABILITY	The Loan is not assumable.
SUBORDINATION	A processing fee of \$50 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$50 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). • Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.

PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

IV. CITYWIDE SINGLE FAMILY REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME).
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the Inspection Report (as per HOME Regulations).
CITY FEES	No City or Lender fees will be charged for the origination of a Program Loan. However, subordination, payoff demands, and redraw of loan documents will have a processing fee. See Subordination, Payoff Demands, and Redraw of Loan Documents Sections <i>for applicable fees</i> .
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.
HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").

PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
PRE-APPROVAL	
Continued...	
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. - Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. - Program will provide a Loan of up to \$30,000 for rehabilitation, with no interest and with no monthly payments. - Program may provide assistance over the initial \$30,000, if required. Any amount over \$30,000 will require 120 equal installments with no interest.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 20 years if the Loan amount is up to \$30,000. A loan of up to \$30,000 is forgiven at the end of the Loan term. - Any amount in excess of \$30,000 will have a repayment term of up to ten years, with a minimum payment of \$25 per month, with up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. All Loans have 0.00% interest. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other City loan or product. This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan on a loan amount up to \$30,000. On amounts exceeding \$30,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized

	over a ten (10) year period, with a minimum payment of no less than \$25.
ASSUMABILITY	The Loan is not assumable.
SUBORDINATION	A processing fee of \$50 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$50 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). • Homeowner's requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United

	States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

Appendix “A”

DEFINITIONS: AFFORDABLE HOUSING ASSISTANCE PROGRAMS

<i>APPLICANT</i>	Any person who applies for a loan with the Affordable Housing & Rehabilitation Division.
<i>AREA MEDIAN INCOMES (AMI)</i>	The median family income of a geographic area of the state, as annually estimated by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937: the median income for the Ventura County, Oxnard-Thousand Oaks- Ventura area with adjustments for household size, as adjusted from time to time by HUD.
<i>ASSETS</i>	Cash or non-cash items that can be converted to cash. Assets exclude necessary personal property.
<i>CITY</i>	The City of Oxnard.
<i>COMPLETE APPLICATION</i>	A fully executed (completely filled out and having all required signatures) application with all supporting documents requested on the application.
<i>EIGHTY PERCENT (80%) OF AREA MEDIAN INCOMES (AMI)</i>	Annual gross income up to eighty percent (80%) of the Area Median Income, adjusted for family size (see Appendix “D”).
<i>ELIGIBLE BORROWER</i>	Any person meeting the criteria for an eligible borrower set forth in these guidelines.
<i>ELIGIBLE DWELLING</i>	Any single-family residence, condominium unit, cooperative unit, or manufactured homes that meet HUD conventional guidelines. The assisted property must be located in the City of Oxnard (as defined by the Oxnard Planning Boundaries or you may refer to the most current Thomas Guide, Santa Barbara, San Luis Obispo & Ventura Counties, Street Guide published by Rand McNally).
<i>FIRST TIME HOMEBUYER</i>	All homebuyers must be residents within the city limits of the City of Oxnard. Documentation (i.e. utility bills, driver’s license, income taxes, etc.) of homebuyer status will be required for all homebuyers. Applicants must be “first-time” homebuyers. The Program will use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(l) Title 25 California Code of Regulations: “First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition: A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a

FIRST TIME HOMEBUYER Continued...	consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family; A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is: Not permanently affixed to a permanent foundation in accordance with local or state regulations; or Not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
<i>FIRST QUALIFIED-FIRST SERVED</i>	Complete applications will be processed prior to incomplete applications to determine program eligibility and upon pre-approval, funds will be reserved.
<i>HOME FUNDS</i>	Funds received pursuant to the HOME Investment Partnership Program under the Department of Housing and Urban Development (HUD), codified at 42 U.S.C. Section 12701, et seq., 24 CFR Part 92, to provide funds for affordable housing.
<i>HOME VALUE</i>	The value of the eligible property as determined by sales price and/or a certified appraisal.
<i>HOUSEHOLD</i>	One or more persons occupying the same housing unit (including foster care children).
<i>HOUSEHOLD MEMBERS</i>	An individual, or two or more persons related by blood or marriage, or a group of unrelated individuals living together and bearing the generic character of a relatively permanent housekeeping unit in a property unit as defined by HUD. See also "Household."
<i>INCOME CALCULATION METHOD</i>	Annual income is calculated using the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, as described in 24 CFR Part 5.
<i>LIQUID ASSETS</i>	Shall be defined as savings, checking, money market or stock accounts that are non-retirement, life insurance, non-loan or gift related.
<i>LOAN</i>	Financing provided to an Eligible Borrower for the rehabilitation of an Eligible Dwelling.
<i>LOW-INCOME</i>	A household with income up to eighty percent (80%) of the Area Median

	Incomes (AMI), as defined under HOME and by California State Law.
<i>MAXIMUM HOME VALUE LIMIT</i>	The maximum home value cannot exceed HOME Value Limits.
<i>MAXIMUM SUBSIDY LIMITS</i>	The maximum subsidy amount cannot exceed the HOME Investment Partnership Program 221(d) (3) Maximum Per Unit Subsidy Limits; see Exhibit "G."
<i>MODERATE-INCOME</i>	A household with income up to one hundred and twenty percent (120%) of the Area Median Incomes (AMI), as defined under HOME and by California State Law.
<i>OWNERSHIP</i>	Any of the following interests in residential property: fee simple interest; joint tenancy; tenancy in common; interest of a tenant-shareholder in a cooperative; life estate; interest held in trust for the Applicant that would constitute a present ownership interest if held by the Applicant.
<i>PRIMARY RESIDENCE</i>	The property occupied by the applicant(s).
<i>PROPERTY STANDARDS</i>	The minimum performance standards a property must meet for program eligibility. Standards are established in 24 CFR Part 882 (Housing Quality Standards). In addition, any incipient building code violations must be corrected prior to sale or occupancy.
<i>SINGLE-FAMILY RESIDENCE</i>	A housing unit intended and used for occupancy of a household.
<i>UNDERWATER</i>	Total debt of the property exceeds the house value.

LOAN SUBORDINATIONS REQUIREMENTS

(ALL PROGRAMS)

The City of Oxnard's Affordable Housing & Rehabilitation Division will subordinate program loans under the following conditions: The City will consider subordination if the refinance is for the sole purpose of lowering the interest rate on the primary mortgage and obtaining more favorable terms for that loan, with the goal of improving the households financial situation and thereby strengthening borrower's economic position and reducing the possibility of default on any loans, including the City's loan to borrower, taking into consideration the following items:

- a. No cash out is authorized, unless stated in the agreement.
 - b. At City's discretion the Borrower must have sufficient equity in the property, and the property is not "underwater".
 - c. The Borrower has no other defaults.
 - d. The Borrower is not a "Bad Actor" with a history of having violated the existing agreement with the City.
 - e. All other conditions of the loan agreement between Borrower and City remain in full force and effect, except as otherwise specifically set forth in writing.
- NON-RESALE RESTRICTED UNITS
 - Property value is determined by appraisal report ordered by lender.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS
 - Property value is determined by Current Price Index (CPI) Method.
 - No cash out allowed unless stated in Resale Restriction Agreement.
 - Fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS IN REDEVELOPMENT AREAS
 - Property value of redevelopment restricted units is determined by the Housing Cost Method
 - Refinancing is permitted if the new loan meets the following:
 - a) New loan amount must not exceed the original principal amount of the loan secured by the first trust deed or mortgage being refinanced (plus reasonable loan fees and costs).

- b) The new loan must be fully amortized with a fixed interest rate.
- c) No cash out unless stated in the Resale Restriction Agreement.
- REHABILITATED UNITS
 - Refinancing will only be allowed if it's to lower rate, term, or monthly payment.
 - Property value is determined by either an estimated value or an appraisal report.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.

SUBORDINATION PROCESS

- 1) A request for subordination to the Affordable Housing & Rehab Division must be made in writing.
- 2) The requesting agency must submit 1) Appraisal Report (Non-Restricted Units) 2) HUD1 3) completed Subordination Questionnaire and 4) \$50 processing fee.
- 3) Once the questionnaire, HUD1 and appraisal report are received by staff the following items are reviewed to verify the new loan meets the City's requirements:
 - a. Property value
 - b. New loan amount
 - c. Interest rate
 - d. Purpose of loan
- 4) If the information received meets City's requirements, subordination request is approved by the Program Manager and approval letter is issued to requesting agency.
- 5) City will prepare the subordination agreement and submit for signatures.

Exhibit "C"

Payoff Demand Process

- 1) A request for payoff to the Affordable Housing & Rehabilitation Division must be made in writing, and requires a \$50 processing fee.
- 2) City will review file and issue a demand to requesting agency.
- 3) Once City receives payoff amount, City shall reconvey the loan and send the necessary documents to the requesting agency.

Appendix "D"

INCOME CALCULATION WORKSHEET

1.Name: <u>DOE, JOHN AND JANE</u>		2. Program: <u>HOMEBUYER PROGRAM</u>			
ASSETS					
Family Member	Assets Description	Current Cash Value of Assets		Actual Income from Assets	
JOHN/JANE	CHECKING	\$7,247.00		\$0	
JOHN/JANE	SAVINGS	\$4,765.00		\$2.36	
JOHN/JANE	RETIREMENT/SAVINGS	\$6,037.00		\$25.64	
3. Net Cash Value of Assets.....		\$18,049.00			
4. Total Actual Income from Assets.....				4. \$28.00	
5. If line 3 is greater than \$5,000, multiply line by <u>.02%</u> (Passbook Rate) and enter the results here; otherwise, leave blank.				5. \$361.00	
ANTICIPATED ANNUAL INCOME					
Family Member	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
John	\$43,160				Enter the greater of lines 4 or 5 from above in e.
Jane	\$13,260				
Johnnie Jr					
6. Totals	a.\$56,420	b.	c.	d.	e.\$361.00
Enter total of items from 6a. through 6.e					\$56,781
This is Annual Gross Income.					

Reviewed by: _____ Date: _____

\$ 64,100 Income Limit\$ 56,781 Income of Household

Approved by: _____ Date: _____

Appendix "E"

FY 2012 Income Limits Documentation System

FY 2013 Income Limits Summary

FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
<u>Extremely Low (30%) Income Limits</u>	\$18,350	\$21,000	\$23,600	\$26,200	\$28,300	\$30,400	\$32,500
<u>Very Low (50%) Income Limits</u>	\$30,600	\$35,000	\$39,350	\$43,700	\$47,200	\$50,700	\$54,200
<u>Low (80%) Income Limits</u>	\$48,950	\$55,950	\$62,950	\$69,900	\$75,500	\$81,100	\$86,700
<u>Moderate (120%) Income Limits</u>	\$75,000	\$85,700	\$96,450	\$107,150	\$115,700	\$124,300	\$132,850

Income Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "F"

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT

FOR VENTURA COUNTY

As per HOME regulations at 24 CFR 92.254

(HOME Value Limits as of 08/23/2013)

COUNTY NAME	One-Family
VENTURA	\$337,000

Maximum Purchase Price/After-Rehab Value Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "G"

MAXIMUM HOME PER UNIT SUBSIDY LIMITS

As per HOME regulations at 24 CFR Part 92.250

(HOME Maximum Subsidy as of 1/1/2012)

Bedrooms	HOME Maximum Subsidy
0	\$132,814
1	\$152,251
2	\$185,136
3	\$239,506
4+	\$262,903

Maximum Home Per Unit Subsidy Limits change annually as per United States Department of Housing and Urban Development (HUD).

**POLICY FOR RECAPTURE OF LOANS AVAILABLE
TO INCOME-QUALIFIED HOUSEHOLDS**

This is a method used to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house ***within the affordability period (i.e., the term of the loan as determined by the amount of HOME subsidy)*** at whatever price the market will bear.ⁱ

The phrase ‘direct HOME Subsidy’ is the amount of HOME subsidy loaned to the homebuyer directly to lower the fair market sales price to an affordable sales price, but not any HOME subsidy given to a developer needed in order to build the housing unit.

Recapture Provisions

- “In the event that the homebuyer *fails to satisfy the requirements during the term of the loan, or otherwise defaults*, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the homebuyer to the maximum extent permitted by law.”
- “If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase ‘net proceeds’ is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.”
- The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient (now homeowner) violates the affordability period requirements. However, should the ‘net proceeds’ not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the *direct* HOME Subsidy.
- If the homeowner does not occupy the residence as a primary residence, the loan is due and payable immediately upon discovery and investigation verifies that the property is not the primary residence of the loan recipient.

These policies refer only to HOME loans listed herein and made directly to the homebuyer/ homeowner, but not to Community Housing Development Organization HOME subsidies used.

ⁱ Building HOME: A HOME Program Primer (Community Planning and Development Training, 2010)