

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
January 7, 2014
5:00 P.M. – Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 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

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending November 30, 2013. (001)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

H. INFORMATION/CONSENT PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 12-500-07 (Special Use Permit), Located at 2121 North Oxnard Boulevard. Filed by Nils Johnson, Johnson & Muller Architects, on Behalf of Property Owner Leasing Corporation of America. (019)
RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 12-500-07 (Special Use Permit), subject to the findings and conditions set forth in Planning Commission Resolution No. 2013-29.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Finance Department

1. SUBJECT: Annual Report for Development, Connection and Improvement Fees for the Year Ended June 30, 2013. (079)
RECOMMENDATION: Receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2013 in accordance with Government Code Section 66006.
Legislative Body: CC Contact: James Cameron Phone: 385- 7461

Finance Department

2. SUBJECT: Comprehensive Annual Financial Report for Fiscal Year 2012-13. (091)
RECOMMENDATION: Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year 212-2013.
Legislative Body: CC Contact: James Cameron Phone: 385- 7461

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).

RECOMMENDATION: Receive and consider verbal report.

Legislative Body: CC

Contact: Rob Roshanian

Phone: 385-7893

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

1. SUBJECT: Approval of Increase for Interim City Attorney Stephen Fischer. (093)

RECOMMENDATION: Approve and authorize a salary increase for Stephen Fischer based upon his assumption of the duties of City Attorney in an upgraded capacity.

Legislative Body: CC

Contact: Michelle Tellez

Phone: 385-7590

City Clerk Department

2. SUBJECT: Appointment of Citizen Advisory Groups. (095)

RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness, (b) One member to the Senior Services Commission; and 2) That the City Council appoint: (a) Two members to the Community Relations Commission.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION**Development Services Department**

1. **SUBJECT:** Pre-Application Review (PZ 13-600-01) of a Request to Change the General Plan and Zoning Designations for Four Properties at the Intersection of Oxnard and Statham Boulevards. Filed by Troy Bemis on Behalf of Statham Oxnard, L.P. (099)

RECOMMENDATION: Review and provide preliminary comments on a pre-application to change the General Plan and Zoning Designation of four properties at the intersection of Oxnard and Statham Boulevards.

Legislative Body: CC

Contact: Douglas Spondello

Phone: 385-3919

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 Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for November 19, December 3 and 10, 2013; Minutes of the Special Meeting of the Oxnard City Council for July 23, and December 2, 2013; Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for December 3 and December 10, 2013. (109)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (135)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Legislative Body: CC

Contact: Karen Burnham

Phone: 385-7430

Development Services Department

3. **SUBJECT:** Agreement for On-Call Traffic Engineering Services. (139)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with RBF Consulting, A Baker Company (6332-13-DS) in an amount not to exceed \$700,000 for on-call traffic engineering services.

Legislative Body: CC

Contact: Jason Samonte

Phone: 385-7872

4. SUBJECT: Appropriate Budget and Award Contract to Berry General Engineering Contractors Inc. for Specification No. DS14-04 –Ventura Blvd. Park & Ride Lot and Pedestrian Facilities. (157)

RECOMMENDATION: 1) Award the contract and authorize the purchasing agent to execute an agreement with Berry General Engineering Contractors Inc. (A-7642) as the lowest responsible and responsive bidder in the amount of \$150,430 for Specification No. DS14-04 for Ventura Blvd. Park & Ride Lot and Pedestrian Facilities; and 2) Appropriate \$232,200 for Specification No. DS14-04 from the Air Pollution Buy-down Fund balance to the "Park & Ride Lot" project for improvements at Ventura Boulevard southeast of Santa Clara Avenue and west of Nyeland Avenue.

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

5. SUBJECT: Ordinance Regarding Building Regulations. (175)

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

Legislative Body: CC

Contact: Steve Newman

Phone: 385-7914

6. SUBJECT: Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumptions Agreements between RiverPark A, LLC and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036. (229)

RECOMMENDATION: Consent to the proposed amendments and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.

Legislative Body: CC

Contact: Douglas Spondello

Phone: 385-3919

Public Works Department

7. SUBJECT: Agreement with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station. (253)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Select Staffing (A-7632) for an amount not to exceed \$1,600,000 for contract labor services at the Del Norte Regional Recycling & Transfer Station.

Legislative Body: CC

Contact: Todd Housley

Phone: 385-7957

8. SUBJECT: Agreement with Qualified Vendors to Buy Recyclable Material at the Del Norte Regional Recycling and Transfer Station. (275)

RECOMMENDATION: Approve and authorize the Purchasing Agent to execute agreements with vendors to buy recyclable material from the Del Norte Regional Recycling & Transfer Station (Del Norte Facility).

Legislative Body: CC

Contact: Todd Housley

Phone: 385-7957

9. **SUBJECT:** Approval of Award of Contract to Granite Construction Company for PW13-08 Victoria Avenue Improvement Project. (287)

RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Granite Construction Company (A-7626) in the amount of \$867,399 for Project Specification No. PW13-08 for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

C. CLOSED SESSION – (Continued from page 1)

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS.**

- SA Instructions to negotiators, Karen Burnham, Interim Executive Director, and Kymberly Horner, Interim Redevelopment Services Manager, concerning negotiations with The Nature Conservancy, regarding the price and terms of payment for the potential sale of APN No. 231-0-092-235, approximately 13.06 acres of land located south of Magellan Avenue and east of Perkins Road.

The Interim Executive Director and Interim Redevelopment Services Manager requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators. The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

T. ADJOURNMENT



INFORMATION ONLY

NO ACTION REQUIRED

DATE: December 23, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in cursive script that reads "James Cameron".

SUBJECT: Monthly Budget Status Report for the Period Ending November 30, 2013
(Fiscal Year 2013-14)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending November 30, 2013. Because this report includes year-end accruals for Fiscal Year 2012-2013, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending November 30, 2013**

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Economic & Budget Trends

Overall, the economic trends through November were positive. The Gross Domestic Product (GDP) was a strong 4.1% for the 3rd quarter. Retail sales in November were up 4.6% with autos up 10.9%; although November consumer confidence fell to 70.2 from 72.4 in October. The housing market continued to perform well with sales, starts, and permits all up from a year ago. Finally, the unemployment rate dropped to 7% and job creation was a strong 203,000.

Based on the strong national economic data and local revenue trends, the General Fund budget is projected to be in balance for the fiscal year. While revenues are anticipated to be slightly below budget by \$149,000, expenditure savings are projected to more than offset the shortfall.

General Fund Projection	
(\$ thousands)	
Revenues	
Budget	\$ 108,521
Revised Estimated	108,372
Change	\$ (149)
<u>Explanation of Revenue Change</u>	
Property Tax	59
Sales Tax	274
Other Taxes and Fees	(302)
Charges for Services	(185)
Licenses & Permits	145
Fines & Forfeitures	(38)
Other	(102)
Total Revenue Change	\$ (149)
Expenditures	
Projected Budget Variance	
Personnel Savings	\$ 3,414
Overtime	(1,778)
Fuel & Equip. Maint.	(146)
Parks Water	(300)
Electricity	(140)
ACA/SEIU	(642)
Other	(128)
Total Expenditure Variance	\$ 280
Projected Budget Balance	\$ 131

The FY 2013-14 Budget is based on continued moderate growth during the fiscal year. Due to year end accruals and one time property tax payments, it is difficult to make comparisons to prior years during the first six months. While overall revenues are 5% higher, expenditures are 2% higher due to a 5% increase in Public Safety.

**General Fund Revenues
November Compared to Prior Year**

Property Taxes		-25%
Sales Tax		2%
Other		7%
All Revenues		5%

**General Fund Expenditures
November Compared to Prior Year**

Public Safety		5%
Culture & Recreation		-2%
Other		-9%
All Expenditures		2%

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,861,000	\$ 26,861,000	\$ 574,586 a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	-
Sales Tax	26,751,000	26,751,000	4,863,262 b
Other Taxes and Fees	12,977,000	12,977,000	4,687,731 c
Licenses and Permits	1,967,000	1,967,000	1,098,668
Intergovernmental	12,939,000	12,939,000	5,049,924 c
Charges for Services	8,489,000	8,489,000	3,261,987
Fines and Forfeitures	591,000	591,000	100,728 c
Investment Earnings	103,000	103,000	62,361
Miscellaneous	2,976,000	3,051,000	2,483,116
Total Operating Revenues	\$ 108,409,000	\$ 108,484,000	\$ 22,182,363
Operating Expenditures			
General Government	10,644,903	10,644,903	3,628,127
Public Safety	64,738,295	64,727,295	26,453,975
Transportation	2,343,658	2,343,658	959,394
Community Development	8,903,327	8,991,327	3,596,543
Culture and Recreation	15,721,355	15,706,355	6,551,799
Total Operating Expenditures	\$ 102,351,538	\$ 102,413,538	\$ 41,189,838
NET REVENUES FROM OPERATIONS	\$ 6,057,462	\$ 6,070,462	\$ (19,007,475)

Notes:

- a Current year receipts reduced for year-end accrual of \$582,616.
- b Current year receipts reduced for year-end accrual of \$4,568,261 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$1,492,657.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ 37,000
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Non-operating Uses			
Capital outlay	75,000	176,000	129,349
Transfers out	<u>6,019,462</u>	<u>5,931,462</u>	<u>398,270</u> ^d
Sub-total Non-operating Uses	<u>6,094,462</u>	<u>6,107,462</u>	<u>527,619</u>
NET NON-OPERATING SOURCES AND USES	\$ (6,057,462)	\$ (6,070,462)	\$ (490,619)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>19,498,094</u> ^e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 19,498,094
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Notes:

d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

e Temporary use of fund balance, including Measure O, due to lag in property taxes and accruals.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 4,108,812 a
Investment Earnings	<u>90,000</u>	<u>90,000</u>	<u>58,402</u>
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 4,167,214
Operating Expenditures			
General Government	50,000	111,449	25,758
Public Safety	3,002,642	4,637,700	1,607,255
Transportation	900,000	1,137,568	433,914
Community Development	420,000	420,000	234,316
Culture and Recreation	<u>1,299,000</u>	<u>1,462,250</u>	<u>595,438</u>
Total Operating Expenditures	\$ 5,671,642	\$ 7,768,967	\$ 2,896,681
NET REVENUES FROM OPERATIONS	\$ 5,418,358	\$ 3,321,033	\$ 1,270,533
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>-</u>
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	<u>745,000</u>	<u>11,144,618</u>	<u>738,663</u>
Sub-total Non-operating Uses	<u>745,000</u>	<u>11,144,618</u>	<u>738,663</u>
NET NON-OPERATING SOURCES AND USES	\$ (745,000)	\$ (11,144,618)	\$ (738,663)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	769,963 b
Appropriated Fund Balance	<u>-</u>	<u>4,160,000</u>	<u>657,269</u>
TOTAL USE OF FUND BALANCE	\$ -	\$ 9,822,943	\$ 1,427,232
FISCAL YEAR BALANCE	\$ 4,673,358	\$ 1,999,358	\$ 1,959,102

Notes:

- a Current year receipts reduced for year-end accrual of \$2,087,400 to prior year.
b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 3,268,385	\$ 8,923,499	\$ 1,348,171
Fines and forfeitures	-	-	25,727
Investment Earnings	-	-	4,610
Miscellaneous	-	97,099	66,610
Total Operating Revenues	\$ 3,268,385	\$ 9,020,598	\$ 1,445,118
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	7,692,068	1,672,057
Transportation	-	250,000	6,876
Community Development	1,789,998	9,152,906	1,924,635
Culture and Recreation	37,940	265,700	62,577
Total Operating Expenditures	\$ 2,389,230	\$ 17,360,674	\$ 3,666,145
NET REVENUES FROM OPERATIONS	\$ 879,155	\$ (8,340,076)	\$ (2,221,027)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	12,333,597	1,079,793
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	12,333,597	1,079,793
NET NON-OPERATING SOURCES AND USES	\$ (1,026,317)	\$ (12,333,597)	\$ (1,079,793)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,194,554	4,148,746
From/(to) Available Fund Balance	147,162	479,119	(847,926) ^a
TOTAL USE OF FUND BALANCE	\$ 147,162	\$ 20,673,673	\$ 3,300,820
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 580,861
Licenses and Permits	804,000	804,000	766,871
Intergovernmental	5,639,816	5,639,816	1,771,834
Growth and Development Fees	2,717,000	2,717,000	2,009,829
Charges for services	110,000	110,000	13,539
Fines and forfeitures	320,000	320,000	38,975
Investment Earnings	311,401	311,401	199,021
Special Assessments	9,133,079	9,133,079	209,759
Miscellaneous	1,354,500	1,362,050	1,209,893
Total Operating Revenues	\$ 32,389,796	\$ 32,397,346	\$ 6,800,582
Operating Expenditures			
General Government	253,177	253,177	53,487
Public Safety	20,631,913	20,631,913	8,731,810
Transportation	6,608,532	6,677,352	2,502,408
Community Development	9,400	42,938	54,748
Culture and Recreation	5,124,470	5,124,470	2,199,118
Total Operating Expenditures	\$ 32,627,492	\$ 32,729,850	\$ 13,541,571
NET REVENUES FROM OPERATIONS	\$ (237,696)	\$ (332,504)	\$ (6,740,989)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,839,750	\$ 6,839,750	\$ - a
Bond Proceeds	-	-	-
Sub-total Non-operating Sources	6,839,750	6,839,750	-
Non-operating Uses			
Interest Expense	3,899,829	3,899,829	678,083
Payment of Principal	4,134,322	4,134,322	601,198
Capital Outlay	1,811,580	19,125,391	1,443,238
Transfers out	1,788,471	1,788,101	- a
Sub-total Non-operating Uses	11,634,202	28,947,643	2,722,519
NET NON-OPERATING SOURCES AND USES	\$ (4,794,452)	\$ (22,107,893)	\$ (2,722,519)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	1,306,533
Appropriated Fund Balance	-	1,136,345	-
From Available Fund Balance	5,032,148	4,709,877	8,156,975
TOTAL USE OF FUND BALANCE	\$ 5,032,148	\$ 22,440,397	\$ 9,463,508
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 46,620,000	\$ 46,620,000	\$ 19,980,035
Security/Contamination Prevention Fees	870,000	870,000	117,163
Miscellaneous and Reimbursements	5,000	150,000	2,600
Total Operating Revenues	\$ 47,495,000	\$ 47,640,000	\$ 20,099,798
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	1,818,108
Contracts and Services	2,227,546	2,227,546	544,686
Operating Supplies	2,001,650	2,501,650	332,288
Water Acquisition	18,784,000	18,784,000	9,829,731
General and Administrative	4,302,582	4,617,582	1,780,111
Total Operating Expenditures	\$ 32,637,279	\$ 33,452,279	\$ 14,304,924
NET REVENUES FROM OPERATIONS	\$ 14,857,721	\$ 14,187,721	\$ 5,794,874
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	1,794,465 a
Investment Earnings	2,184,000	2,184,000	1,506,829
Connection Fees	1,090,000	1,090,000	800,271
Sub-total Non-operating Sources	5,341,900	5,341,900	4,101,565
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	28,214,398	(2,461,933)
Interest Expense	11,250,259	11,250,259	7,273,013
Transfers Out	-	-	-
Sub-total Non-operating Uses	31,575,259	39,464,657	4,811,080
NET NON-OPERATING SOURCES AND USES	\$ (26,233,359)	\$ (34,122,757)	\$ (709,515)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(1,576,083)
Designated for Authorized Projects & Encumbrances	-	14,196,564	4,888,585
Use of Bond Principal	-	(5,807,166)	(5,576,998)
From/(To) Capital Reserve	15,240,372	15,410,372	(2,820,863)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 11,375,638	\$ 19,935,036	\$ (5,085,359)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

**City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 30,010,000	\$ 30,010,000	\$ 9,544,512
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	571,762 ^a
Total Operating Revenues	\$ 31,130,000	\$ 31,130,000	\$ 10,116,274
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	2,437,688
Contracts and Services	5,047,927	5,438,218	2,558,728
Operating Supplies	1,747,500	1,747,500	493,060
General and Administrative	3,513,420	3,513,420	1,287,855
Total Operating Expenditures	\$ 17,344,314	\$ 17,734,605	\$ 6,777,331
NET REVENUES FROM OPERATIONS	\$ 13,785,686	\$ 13,395,395	\$ 3,338,943
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	55,920
Connection Fees	210,000	210,000	781,809
Sub-total Non-operating Sources	310,000	310,000	837,729
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,872,420	317,702
Interest Expense	6,744,616	7,063,696	5,805,942
Sub-total Non-operating Uses	12,144,616	16,936,116	6,123,644
NET NON-OPERATING SOURCES AND USES	\$ (11,834,616)	\$ (16,626,116)	\$ (5,285,915)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(861,435)
Designated for Authorized Projects & Encumbrances	-	4,086,738	143,926
Appropriated Fund Balance	-	1,095,053	-
From/(To) Capital Reserve	2,764,113	2,764,113	2,664,481
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,951,070)	\$ 3,230,721	\$ 1,946,972
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,970,000	\$ 43,970,000	\$ 17,127,966 a
Security/Contamination Prevention Fees	80,000	80,000	87
Miscellaneous and Reimbursements	270,000	270,000	205,135
Total Operating Revenues	\$ 44,320,000	\$ 44,320,000	\$ 17,333,188
Operating Expenditures			
Salaries and Wages	7,607,149	7,607,149	2,669,579
Operating Supplies	584,400	584,400	85,975
Contracts and Services	26,378,449	26,678,449	10,081,613
General and Administrative	3,846,790	3,846,790	1,695,273
Total Operating Expenditures	\$ 38,416,788	\$ 38,716,788	\$ 14,532,440
NET REVENUES FROM OPERATIONS	\$ 5,903,212	\$ 5,603,212	\$ 2,800,748
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	20,000	20,000	30,408
Connection Fees	60,000	60,000	48,708
Sub-total Non-operating Sources	80,000	80,000	79,116
Non-operating Uses			
Capital Outlay (non-debt financed)	232,000	297,660	156,031
Interest Expense	606,126	606,126	420,255
Transfers out	62,097	62,097	37,000 b
Sub-total Non-operating Uses	900,223	965,883	613,286
NET NON-OPERATING SOURCES AND USES	\$ (820,223)	\$ (885,883)	\$ (534,170)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,685,551)	(3,685,551)	(1,172,359)
Designated for Authorized Projects & Encumbrances	-	11,926	-
Appropriated Fund Balance	-	300,000	-
From/(To) Capital Reserve	(1,397,438)	(1,343,704)	(1,094,219)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,082,989)	\$ (4,717,329)	\$ (2,266,578)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by FY 2013 accruals.

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,200,000	\$ 4,200,000	\$ 2,083,191
Miscellaneous and Reimbursements	-	-	-
Total Operating Revenues	<u>\$ 4,200,000</u>	<u>\$ 4,200,000</u>	<u>\$ 2,083,191</u>
Operating Expenditures			
Salaries and Wages	60,290	60,290	24,359
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	1,889,242
General and Administrative	195,716	195,716	96,858
Total Operating Expenditures	<u>\$ 3,841,330</u>	<u>\$ 3,841,330</u>	<u>\$ 2,010,459</u>
NET REVENUES FROM OPERATIONS	<u>\$ 358,670</u>	<u>\$ 358,670</u>	<u>\$ 72,732</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(8,308)
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>(8,308)</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	116,200
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>196,700</u>	<u>196,700</u>	<u>116,200</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (196,700)</u>	<u>\$ (196,700)</u>	<u>\$ (124,508)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ (972,223)</u>	<u>\$ (972,223)</u>	<u>\$ -</u>
FISCAL YEAR BALANCE	<u>\$ (810,253)</u>	<u>\$ (810,253)</u>	<u>\$ (51,776)</u>

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 440,000	\$ 440,000	\$ 177,265
Miscellaneous	20,000	20,000	6,080
Total Operating Revenues	\$ 460,000	\$ 460,000	\$ 183,345
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	392,677
Operating Supplies	300	300	156
Contracts and Services	252,355	252,355	115,353
General and Administrative	172,511	172,511	71,129
Total Operating Expenditures	\$ 1,496,385	\$ 1,496,385	\$ 579,315
NET REVENUES FROM OPERATIONS	\$ (1,036,385)	\$ (1,036,385)	\$ (395,970)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	377,150 a
Investment Earnings	-	-	(6,870)
Sub-total Non-operating Sources	905,160	905,160	370,280
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 370,280
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ (131,225)	\$ (131,225)	\$ (25,690)

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 2,096
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	64,067 ^a
Total Operating Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 66,163</u>
Operating Expenditures			
Salaries and Wages	-	-	66,372
Contracts and Services	-	-	-
General and Administrative	-	-	11,071
Total Operating Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 77,443</u>
NET REVENUES FROM OPERATIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (11,280)</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>-</u>
Non-operating Uses			
Capital Outlay	-	-	49,600
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>-</u>	<u>-</u>	<u>49,600</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (49,600)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	60,880
TOTAL USE OF FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,880</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

OPERATING REVENUES AND EXPENDITURES

Operating Revenues

Taxes	\$ -	\$ -	\$ - a
Rental Income	-	-	19,849
Miscellaneous and Reimbursements	-	-	101,060
Total Operating Revenues	\$ -	\$ -	\$ 120,909

Operating Expenditures

Salaries and Wages	-	-	53,967
Contracts and Services	-	-	82,580
General and Administrative	250,000	250,000	105,777
Total Operating Expenditures	\$ 250,000	\$ 250,000	\$ 242,324

NET REVENUES FROM OPERATIONS	\$ (250,000)	\$ (250,000)	\$ (121,415)
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NON-OPERATING SOURCES AND USES

Non-operating Sources

Transfers In	-	-	-
Investment Earnings	-	-	47,765
Sub-total Non-operating Sources	-	-	47,765

Non-operating Uses

Capital Outlay	-	-	-
Interest Expense	-	-	978,308
Project Costs	8,141,632	8,141,632	330,054 b
Transfers out	-	-	-
Sub-total Non-operating Uses	8,141,632	8,141,632	1,308,362

NET NON-OPERATING SOURCES AND USES	\$ (8,141,632)	\$ (8,141,632)	\$ (1,260,597)
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DEBT FINANCING & USE OF FUND BALANCE

Payment of principal	-	-	(1,460,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	2,842,012 c

TOTAL USE OF FUND BALANCE	\$ 8,391,632	\$ 8,391,632	\$ 1,382,012
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FISCAL YEAR BALANCE	\$ -	\$ -	\$ -
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City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended November 30, 2013
(Unaudited)

Notes:

- a Revenues from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2014 to June 2014 (not yet approved by California Department of Finance).
- b Amounts approved by the California Department of Finance for the period of July 2013 to December 2013
- c Revenues were received from the County in June 2013 for expenditures approved in the Recognized Obligation Payment Schedule for July 2013 to December 2013.

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

Prepared By: Brian Foote, AICP, Associate Planner  Agenda Item No. H-1

Reviewed By: City Manager  City Attorney S M F Finance AL Other (Specify) _____

DATE: January 7, 2014

TO: City Council

FROM:  Ashley Golden, Interim Planning Manager
Development Services Department

SUBJECT: **Planning & Zoning Permit No. 12-500-07 (Special Use Permit), Located at 2121 North Oxnard Boulevard. Filed by Nils Johnson, Johnson & Muller Architects, on behalf of property owner Leasing Corporation of America.**

RECOMMENDATION

That City Council adopt a resolution approving Planning & Zoning Permit No. 12-500-07 (Special Use Permit), subject to the findings and conditions set forth in Planning Commission Resolution No. 2013-29.

DISCUSSION

The subject property is a 5-acre parcel located at 2121 N. Oxnard Boulevard in the General Commercial (C-2-PD) land use district. The proposed project, if approved, will legalize the existing outdoor automobile/RV storage facility (the Oxnard Motor Center). City Code Sections 16-135 and 16-136 (Permitted Uses and Related Uses, respectively) do not list outdoor vehicle storage as an allowable use in the C-2-PD land use district. However, City Code Section 16-135(B) states, "No other uses shall be permitted in the C-2 zone without the approval of the city council." Therefore, approval by the City Council is required to approve the outdoor vehicle storage use.

The east 2.5 acres of the property fronting Oxnard Boulevard was developed in the early 1970's, and will continue to be occupied by Automobile Exchange (dealership). The Oxnard Motor Center also operates one warehouse building for indoor vehicle storage on the east 2.5 acres. The west, undeveloped, 2.5 acres of the property has been utilized for outdoor RV and vehicle storage since the early 1990's (proposed to be legalized). The proposed project includes relocation of the existing free-standing pylon sign and lowering its height to 32 feet maximum (a reduction of eight feet from its current height of 40 feet), a sign program, construction of new driveways and landscape planters along the street frontage, construction of an 8-foot high block wall and installation of trees to screen RV storage from view from Oxnard Boulevard, and construction of related on-site improvements including new fire hydrants, light poles, and a refuse enclosure.

At the Planning Commission hearing on November 7, 2013, one resident was concerned about potential light spillover at the rear of the property. No residents from the adjacent neighborhood or other interested persons attended the hearing or submitted comments. Two Commissioners commented favorably on the proposed lighting and the new security fencing that was recently installed along the southerly property line. After brief deliberation, the Commission unanimously approved Resolution No. 2013-29 (Attachment 4) recommending approval of the proposed project.

FINANCIAL IMPACT

None.

Vicinity Map



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 12-500-07 (SPECIAL USE PERMIT) TO PERMIT OUTDOOR VEHICLE AND R.V. STORAGE ON 2.5 ACRES OF LAND LOCATED AT 2121 NORTH OXNARD BOULEVARD (A.P.N. 139-0-260-070), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY NILS JOHNSON, JOHNSON & MULLER ARCHITECTS, ON BEHALF OF THE PROPERTY OWNER, 1451 NORTH RICE AVENUE, SUITE D, OXNARD CALIFORNIA 93030.

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-07 to permit (legalize) outdoor vehicle and RV storage on 2.5 acres of land located at 2121 North Oxnard Boulevard, filed by designated agent Nils Johnson of Johnson & Muller Architects on behalf of the property owner Leasing Corporation of America, in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning Commission conducted a public hearing on November 7, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-07; and

WHEREAS, on November 7, 2013, the Planning Commission unanimously adopted Resolution No. 2013-29 recommending that the City Council approve Planning & Zoning Permit No. 12-500-07; and

WHEREAS, the City Council has considered the Planning Commission's recommendation, and carefully reviewed the staff report, minutes of testimony, and record of proceedings of the Planning Commission public hearing; and

WHEREAS, the City Council has conducted a public hearing, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-07; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemptions in accordance with State CEQA Guidelines sections 15301 (Existing Facilities) and 15303(e) (New Construction of Small Structures), and all findings for these exemptions can be made; and

WHEREAS, City Code Section 16-135(B) enables the City Council to permit uses that are not otherwise specifically listed in City Code Section 16-135(A)(1-41).

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning & Zoning Permit No. 12-500-07 is hereby approved, based on the findings contained in Planning Commission Resolution No. 2013-29, and subject to the conditions of approval contained in Planning Commission Resolution No. 2013-29.

Attachment 2
Page 1 of 2

PASSED AND ADOPTED this _____ day of _____, 2014, by the following vote:

AYES:

NOES:

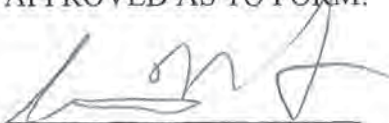
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Acting City Attorney
msf

Attachment 2
Page 2 of 2



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Brian Foote, AICP, Associate Planner

DATE: November 7, 2013

SUBJECT: Planning & Zoning Permit No. 12-500-07 (Special Use Permit)
Located at 2121 North Oxnard Boulevard

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning & Zoning Permit No. 12-500-07 (Special Use Permit), subject to certain findings and conditions.
- 2) **Project Description and Applicant:** A request for approval to legalize an existing outdoor automobile/RV storage facility (Oxnard Motor Center), relocate one existing free-standing pylon sign, construct new driveways and landscape planters along the street frontage, and construct on-site improvements including new fire hydrants and light poles. The project site is located at 2121 North Oxnard Blvd. Filed by designated agent Nils Johnson, Johnson & Muller Architects, 1451 N. Rice Ave., Suite D, Oxnard CA 93030.
- 3) **Existing & Surrounding Land Uses:** The permitted and primary land use is the automobile dealership located on the front two acres of the property (total site area is five acres). The secondary tenant, within the storage building behind the dealership, is Oxnard Motor Center and is permitted to provide long-term indoor vehicle storage (e.g., classic and antique automobiles). The indoor and outdoor vehicle storage (Oxnard Motor Center) at the rear 2.5 – 3.0 acres of the site has been in operation for 20 years.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	General Commercial (C-2-PD)	Commercial General (CG)	Auto dealership, indoor and outdoor vehicle storage.
North	C-2-PD for Don Chente; R-3-PD for trailer park	CG	Don Chente restaurant; Evergreen RV Trailer Park
South	C-2-PD	Community Commercial (CCM)	Lemon Grove Plaza Shopping Center
East	Heavy Manufacturing (M-2)	Open Space (OS)	Oxnard Blvd., railroad tracks
West	Single-Family Residential (R-1)	Residential Low (RL)	Single-Family residential neighborhood

Attachment 3
Page 1 of 39

- 4) Background Information:** The subject property was annexed on March 6, 1969, as part of a larger 50.8-acre annexation. The following is a summary of the relevant actions for the subject property:
- On November 19, 1968, the City Council adopted Ordinance No. 1181 approving Annexation No. 68-22, as well as Zone Change No. 418 to assign the General Commercial (C-2-PD) pre-zone to 16 acres including 2121 North Oxnard Boulevard.
 - On June 5, 1969, the Planning Commission adopted Resolution No. 2684 approving Planned Development No. 88 to develop the Don Monday Buick dealership on the front 2.9 acres of the 5-acre property.
 - On May 6, 1971, the Planning Commission adopted Resolution No. 3425 approving Planned Development No. 167 to allow development of the site with two new buildings for automobile sales and service (i.e., the two structures that are currently on the project site).
 - On December 15, 1993, the Oxnard Motor Center (vehicle storage business) obtained a business tax certificate. Business tax certificates have been renewed annually every year.

The front half of the property was originally designed for a car dealership, with the front structure serving as the sales offices, and the rear structure serving as the service/maintenance building. In early 1994, the service/maintenance building was converted to the facility for long-term storage of classic automobiles (exclusively indoor use only), and that business continues today. Also in the early 1990's, the rear half of the property was covered with compacted base, telephone poles were placed flat on the ground to create 25' by 40' parking stalls, and the owner initiated use as long-term outdoor storage for RVs and vehicles. The outdoor vehicle storage use has slowly expanded since then, and now also includes the paved 150' by 150' area north of the service building.

- 5) Environmental Determination:** In accordance with Sections 15301 and 15303(e) of the California Environmental Quality Act (CEQA) Guidelines, projects involving minor alterations or additions and new construction of small structures may be found to be exempt from the requirements of CEQA. The request is for construction of site improvements and accessory structures on an existing developed commercial property, surrounded by urban development, and there is no possibility of environmental impacts. There is no evidence of any potentially significant effects on the environment. Therefore, staff has determined that there is no evidence that the project may have a significant effect on the environment, and recommends that the Planning Commission recommend adoption of the Notice of Exemption (Attachment C).

6) Analysis:

- a) General Discussion:** The existing hours of operation for Automobile Exchange are from 9:00 a.m. to 9:00 p.m. daily. Oxnard Motor Center (vehicle storage business) has staff on-site from 10:00 a.m. to 3:00 p.m. daily, although the storage yard is accessible to customers from sunrise to sunset, via card key only. Oxnard Motor Center has security on-site every night. The website for Oxnard Motor Center currently advertises storage space for "Motor Home, Travel/Utility Trailer, 5th Wheel, Car, Boat, or Jet Ski" with nightly security provided. Staff estimates that there are in excess of 150 vehicles parked within the rear storage yard area.

- b) General Plan Consistency:** The 2030 General Plan land use designation for the subject site is Commercial General, which allows “retail centers and freestanding commercial uses along arterials, may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses.”

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. Approval of the requested special use permit may be considered to be consistent with the General Plan land use designation and policies. 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 (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-4.4	I	Commercial Area Aesthetics: require that older commercial development upgrade/improve landscaping and architecture, if warranted, during discretionary review opportunities.	The front portion of the subject property will upgrade the landscaping and lighting adjacent to the public right-of-way.
ER-6.5	I	Control of Lighting and Glare: require that all outdoor light fixtures... use low-energy, shielded light fixtures which direct light downward...	The proposed project will upgrade the light poles for both the auto dealership and outdoor storage.
CD-4.1 SH-6.9 CCD-9.3	II	Mitigate Land Use Conflicts Minimize Noise Exposure to Sensitive Receptors Gateway Enhancement	The proposed outdoor vehicle storage facility will not generate any nuisances to surrounding properties. The proposed project will not generate any noise nuisances. The proposed project has been designed or includes conditions of approval that meet the gateway enhancement policy.
All others	III	All policies not listed above	No or distant applicability to the proposed project.

- c) Conformance with Zoning Development Standards:** The proposed development is located in the General Commercial Planned Development (C-2-PD) zone district. City Code §16-136(A)(14) conditionally permits “new and used vehicle sales, including truck sales and incidental automotive service and repair;” and therefore, the existing automobile dealership is permitted via Planned Development Permit No. 88. City Code §16-135 and §16-136

(Permitted Uses and Related Uses, respectively) do not list outdoor vehicle storage as an allowable use. However, City Code §16-135(B) states, "No other uses shall be permitted in the C-2 zone without the approval of the city council." Therefore, approval by the City Council is required to approve the outdoor vehicle storage use, in accordance with City Code §16-135(B). Applicable development standards of the C-2-PD zone have been compared with the proposed project, as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height §16-137	2 stories or 35 feet.	18'0" max., existing	Yes
Front yard setback §16-139	10 feet from property line; 30 feet from designated thoroughfares (per Gen. Plan).	36'0" existing; 29'0" proposed	Yes, as conditioned
Side yard setback §16-140	5 feet minimum. 0 feet when abuts a C-2 zoned lot.	33'0" min., existing	Yes
Rear yard setback §16-141	None if ≤16 feet in height; 15 feet if >16 feet in height; 10 feet if abuts an alley.	33'2" existing	Yes
Off-street Parking §16-622(F)	Auto Sales use: 1 per 400 sq.ft. <i>Minimum: 15</i>	16 existing	Yes
ADA parking:	Auto Storage use: 1 per 1000 sq.ft. <i>Minimum: 11</i> 26 - 50 customer spaces: 2 ADA <i>Minimum: 2 (included)</i>	11 existing	Yes
Parking space sizes: • Standard §16-638	• 9'W x 19'L (per §16-639, Figure 5)	2 (included in numbers above)	Yes
Parking Lot Landscaping §16-641		9' by 19' or as allowed by Figure 5	Yes
• Along streets	• Min. 10' wide strip.		
• Along interior P/L	• Min. 5' wide in parking areas.	5'0" in front 0'0" on sides	Yes, per PD 167
• Parking area (§16-641)	• Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley.	Approx. 8.0% (75,000/5,999) in front 2.5 ac.	Yes, per PD 167
• Landscape fingers (§16-641)	• 9'W x 20'L - every 10 spaces	None per approved plan	N/A, per PD 167
• Trees	• Min. 40' on-center	30' on-center	Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
If located adjacent to residential zone see §16-641(E)	- Masonry wall at least 6 ft. high on P/L abutting residential parcels - Min. 5 ft. wide planter along walls abutting residentially zoned parcels	6'0" block wall existing None existing	Yes N/A, per PD 167
Trash enclosures & transformers	To be screened at installation.	Placed behind screen wall	Yes
Fence §16-310	- Cannot be located in the FY setback - No chain link in FY 8' max height	Chain link & posts to be removed.	Yes
Lighting §16-320	Comply with City Code Section 16-320.	Light poles max. 26'0" high	Yes

d) **Site Design:** The existing site layout will remain substantially the same after construction of the proposed improvements. The most significant changes will occur to the property frontage, where the new sidewalk and planters will be visible from Oxnard Boulevard. Two phases are proposed, with Phase I improvements to be completed within 12 months of approval, and Phase II improvements to be completed within 24 months of approval (see Condition No. 32). The following lists the proposed improvements, by phase:

a. Phase I improvements:

- Install fire hydrants and associated underground water lines (Condition No. 54);
- Construct northerly access driveway (Condition Nos. 55, 68, 74);
- Construct northerly paved access ramp to rear storage yard (Condition Nos. 68, 72, 76, 77);
- Construct 8-foot high CMU screen wall, planter, and light poles at screen wall;
- Install light poles within rear storage yard (Condition No. 85);
- Construct refuse enclosure (Condition Nos. 52, 57, 58);
- Relocate fence at rear storage building;
- Install gates with Police and Fire Department entry devices (Condition Nos. 76, 77, 79);
- Relocate freestanding pole sign to be entirely within private property, and modify height not to exceed 32 feet (Condition No. 32).

b. Phase 2 improvements:

- Construct 7-foot wide sidewalk along front property line, adjacent to curb (Condition No. 55);
- Dedication of right-of-way to the City that encompasses all existing roadway improvements and extends to the back of the sidewalk improvements along the project frontage (Condition No. 56);
- Construct 5-foot wide landscape planter behind sidewalk (Condition No. 32);
- Reconstruct middle and southerly driveways at front of property (Condition Nos. 55, 68, 74, 76);
- Remove existing light poles along property frontage and within front parking lots, and install new light standards within the front planter behind new 7-foot wide sidewalk (Condition No. 85).

- e) **Circulation and Parking:** The existing on-site circulation pattern will be preserved. Existing points of access from the Oxnard Boulevard frontage road will remain unchanged, except for reconstruction of three driveways to current standards and including ADA compliance. There are currently a total of 76 parking spaces; 49 are utilized as display parking for vehicles being advertised for sale and are not counted toward satisfaction of the parking requirement and 27 spaces are used for customers and employees (26 required).

Access to the rear vehicle storage area will be provided from the northerly driveway, with one drive aisle and gate specifically for storage yard access. Compacted base currently covers the rear 2.5 acres of the subject property (vehicle storage yard) and provides the required on-site drainage and access for heavy vehicles such as Fire Department apparatus. Condition No. 72 (Attachment D) requires the property owner to maintain a driving surface capable of handling 46,000 pounds which will provide access for firefighting apparatus to all parts of the project property, and the drive aisles will be tested and verified by a qualified consultant.

- f) **Landscaping and Open Space:** For new development, City Code §16-641(A) requires a minimum 10-foot wide planter along the street frontage; however, the proposal is not new development as the existing street frontage was approved with an 8-foot wide planter (per Condition 14 of Resolution No. 3425 of PD No. 167). The subject SUP is for the outdoor RV/vehicle storage yard use on the rear half of the property. The request is to construct a 5-foot wide planter behind the new 7-foot sidewalk (consistent with dedication requirements for new sidewalk and planter specified in Condition 21 of Resolution No. 3425).

New trees, shrubs, and groundcover will be planted along the entire street frontage. The proposed street tree selection is 24-inch box Carrotwood along the Oxnard Boulevard frontage. The proposed hedge along the street frontage is 5-gallon Indian Hawthorne, a standard screening hedge for parking lots. The proposed tree selection for screening (between the front parking lot and the rear storage area) is 24-inch box Brisbane, to be placed in the planter along the front of the 8' high screen wall.

No new planters, landscaping, or trees are proposed for the rear storage yard area, as that area will not be visible from public rights-of-way.

- g) **Screening:** A new 8-foot high screen wall is proposed on the north side of the property between the rear storage area and the front display parking lot. The concrete block will be split-face, a decorative earth-tone color, and include cap rock. A new 5-foot wide planter will be constructed along the street-side (front) of the wall, and include trees for screening above the height of the wall. An 8-foot high wrought iron sliding gate will be installed parallel to the wall, and perpendicular to the northerly property line, to control access to the rear storage yard. An additional electronic access device will permit Fire Department emergency access.

Existing chain-link fences on the north and south property lines include climbing vegetation, and the north and south sides of the rear storage yard are currently screened (and not readily visible from public rights-of-way). The existing 6-foot high block wall along the west (rear) property line will remain as is, and provides screening of the vehicles along the westerly property line. The applicant has agreed to Condition No. 28 limiting vehicle height to six feet along the westerly property line in consideration of screening the vehicles from adjacent residential properties.

- h) **Sign Program:** With the approval of a special use permit a sign programs can allow sign types and configurations not otherwise permitted by the sign regulations(Section 16-608(J)). The application is requesting a sign program for both the height of the existing pylon sign and a new wall sign (Attachment B). City Code §16-608(C)(4) allows a maximum sign height up to 32 feet for freeway-oriented businesses. The existing sign, installed in 1972, was permitted by Section 16-608(C)(4) when Oxnard Boulevard was designation as a State highway. Oxnard Boulevard was transferred to the City's jurisdiction on May 7, 2013 (State Highway 1 designation will be re-assigned to Rice Avenue), and therefore, the business is no longer freeway-oriented, and not allowed a 32' tall sign without a special use permit for a sign program. The total combined area of signs on the freestanding pole (both sides) is 202 square-feet, and complies with City Code §16-608(C)(4) limiting the maximum to 300 square-feet. In addition, the existing 32 foot tall pylon sign will be relocated on the site. If left at its current location, the sign would be within the future sidewalk along the property frontage (as well as within the public right-of-way). Therefore, the sign must be relocated to be placed entirely on private property, and entirely within a landscape planter area as required by City Code §16-608(C)(5).

City Code §16-608(B)(7)) allows wall signs only for a single lot enclosed by a solid wall along the street; however, with the approval of the sign program, a modest amount of excess sign area not used on the buildings to be transferred to the screen wall sign. With this approval a 2'0" by 4'0" identification sign (total of eight square-feet) would be allowed at the entrance gate to the rear storage yard. The existing and proposed signs are listed as follows:

Sign Text	Location	Area (Sq. Ft.)	Permitted?
"Automobile Exchange" (existing) Internally-illuminated	Freestanding	68.0 each side	Yes
"Since 1947" (existing) Internally-illuminated	Freestanding	12.0 each side	Yes
"Inside/Outside RV Storage" (existing) Non-illuminated	Freestanding	21.0 each side	None on file; permit required
"Used Cars & Trucks" (existing) Painted, non-illuminated	Rear building, easterly wall	159.0	None on file; permit required
"O.M.C. RV Storage" (proposed) Flat panel, non-illuminated	Screen wall (proposed)	8.0	Permit will be required
TOTAL SIGN AREA PROPOSED:		369.0	
Maximum Aggregate Sign Area Allowed per §16-608(A)(1):		392.0	

The sign program will comply with the maximum aggregate sign area allowed by Section 16-608(A)(1) that limits total aggregate sign area to one square-foot of sign area for each lineal foot of lot frontage on the principal street (Oxnard Boulevard). The required findings for approval specified in Section 16-608(J) are included in the draft resolution (Attachment D).

- i) **On-Site Lighting:** The existing lights and poles will be removed from the site, and new 26-foot high light poles and standards will be installed throughout the property in compliance with City Code §16-320. A total of six light poles will be installed within the new planter along the street frontage, plus three additional poles within the front parking lots, and two poles within the rear storage yard area. The two rear light poles will include shielding around the fixtures to prevent glare spilling over into adjacent residential properties to the west and north (Condition No. 21). Intensity of lighting will comply with City Code §16-320.

- 7) **Development Advisory Committee (DAC):** The DAC reviewed the proposal on October 27, 2010, May 5, 2012, and September 12, 2012. The applicant submitted revised plans on May 1, 2013, incorporating the recommended changes to the site plan. The conditions of approval recommended by the DAC are included in the draft resolution (Attachment D).

8) Community Workshop: The Community Workshop was conducted on October 21, 2013. On October 11, 2013, the applicant mailed notices of the Community Workshop meeting to all property owners with properties located in the Orchard neighborhood (a total of 791 owners). Due to a staff error, the Community Workshop sign was not posted until October 21, 2013, with a brief project description and contact information. Although the sign was not posted customarily (but not code required) ten days prior to the meeting, the City allowed the Community Workshop meeting to proceed. No members of the public attended the meeting for this project. At the time of writing this report, the Planning Division has received no calls from the community regarding the project. The on-site sign for the Planning Commission hearing was posted on October 28, 2013.

9) Appeal Procedure: The Planning Commission's action is a recommendation only, and the matter will be considered by the City Council in a noticed public hearing at a later date.

Attachments:

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

Prepared by:	
	BF
Approved by:	
	AG

Attachment 3
Page 9 of 39

ATTACHMENT "A"

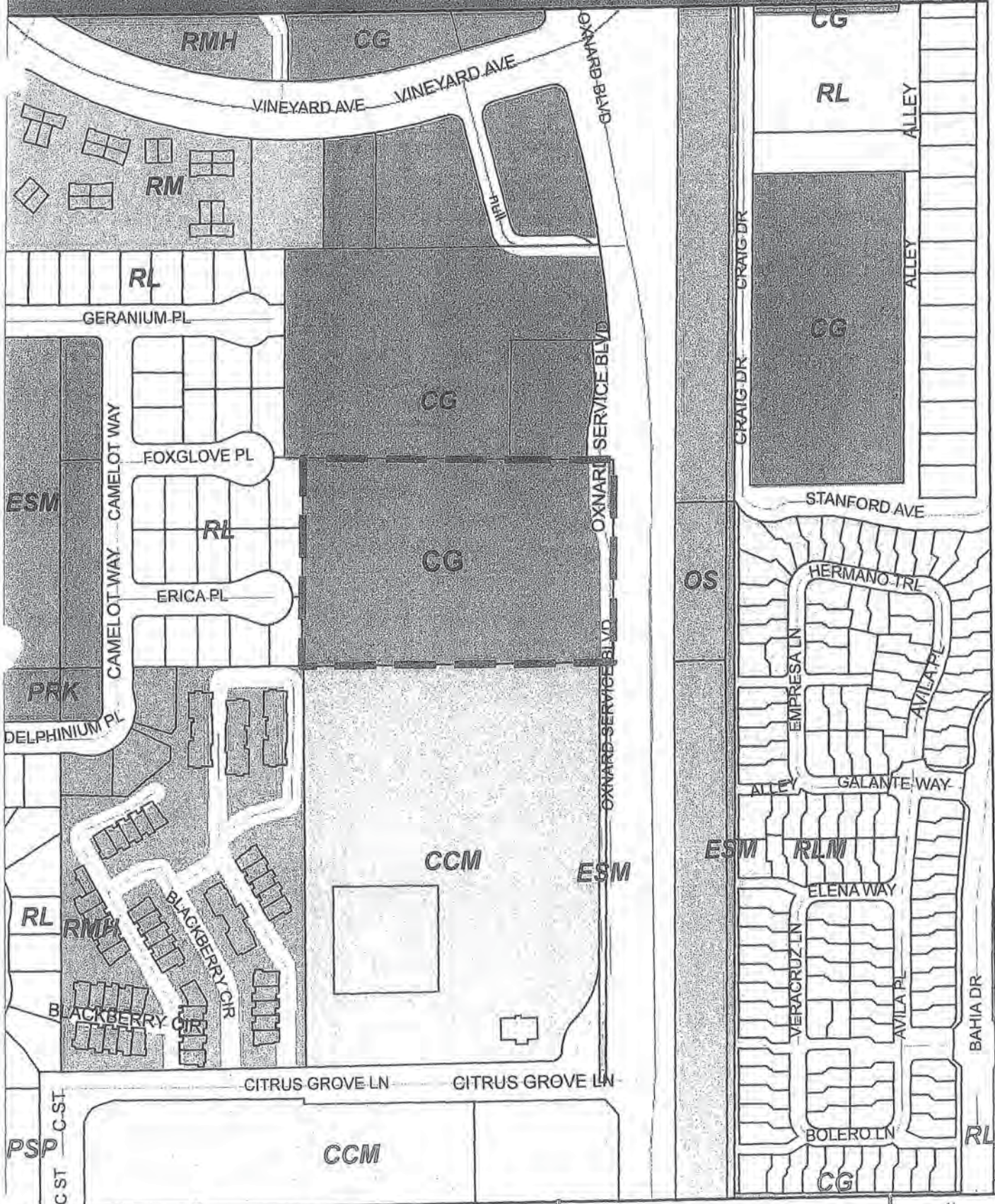
Maps (Vicinity, General Plan, Zoning)

Attachment 3
Page 10 of 39

Vicinity Map



2030 General Plan Land Use Map



OXNARD

Oxnard Planning
September 18, 2013

PZ 12-500-07
Location: 2121 N Oxnard Bl
APN: 139026007

0 50 100 200 300 400 Feet

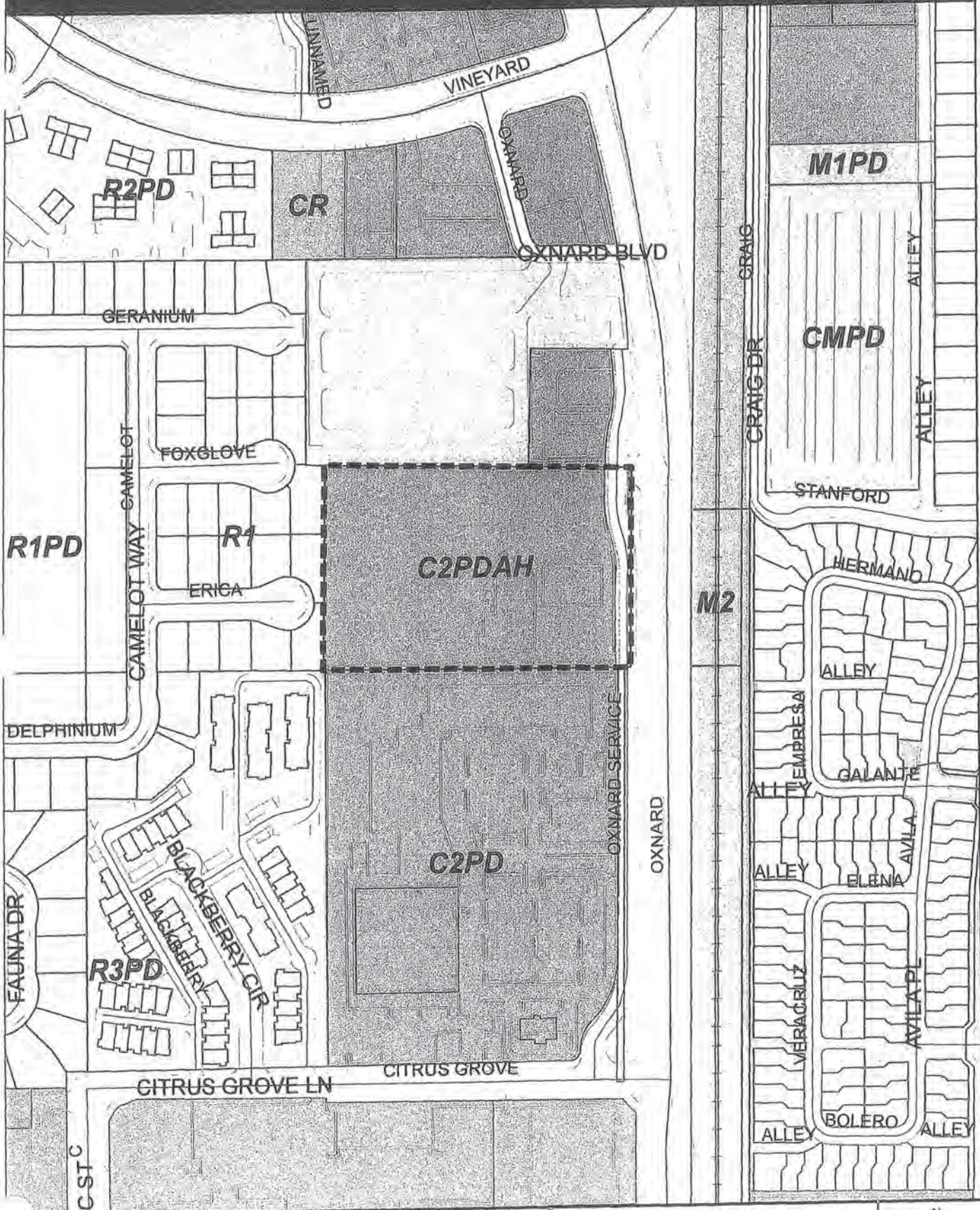
2030 General Plan Land Use Map

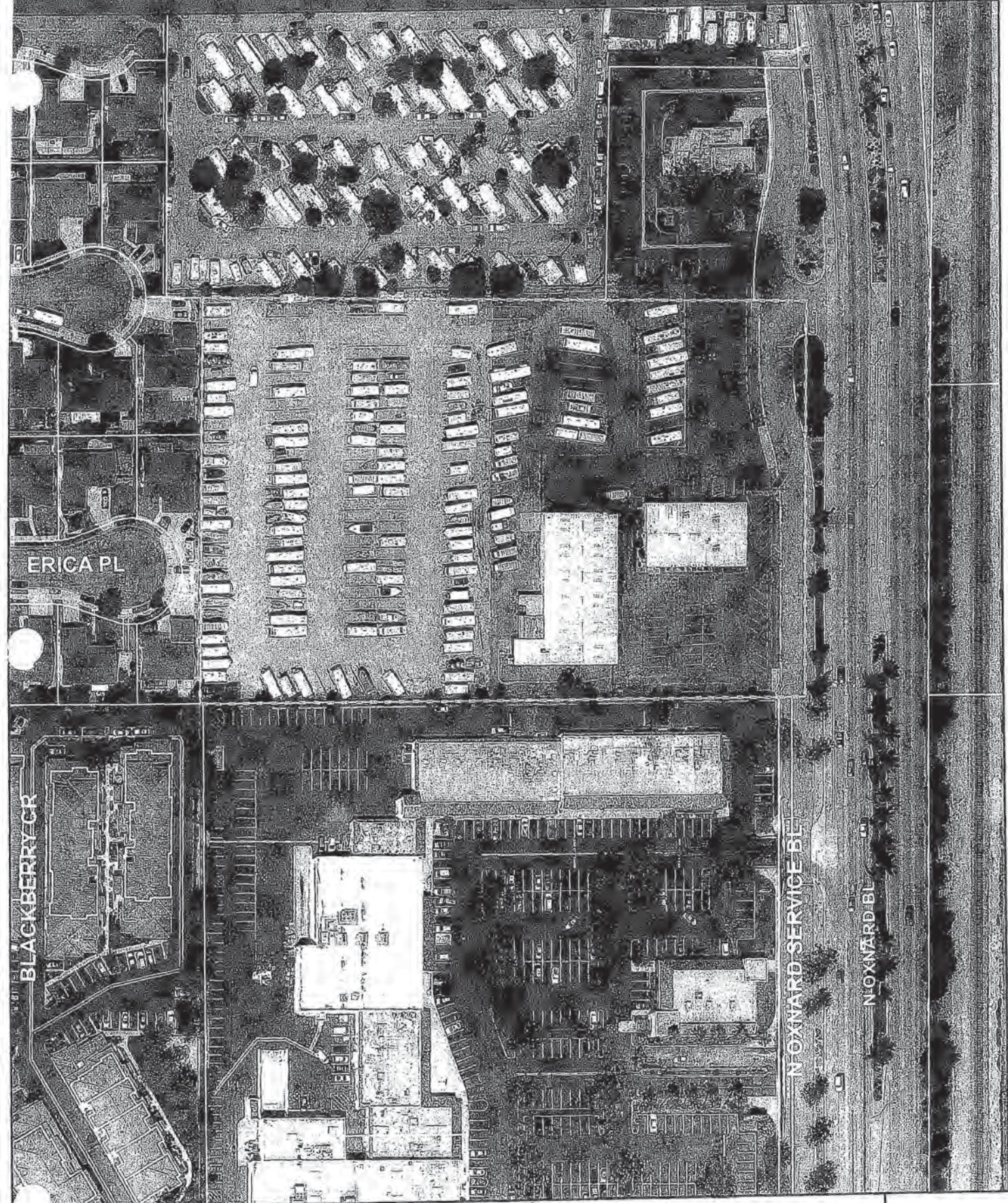
Attachment 3
Page 12 of 39



1:3,000

Zoning/Specific Plan Map





City of
OXNARD
CALIFORNIA

Oxnard Planning
October 9, 2013

PZ 12-500-07
Location: 2121 N Oxnard Bl
APN: 139026007

0 30 60 120 180 240 Feet

Aerial Map

Attachment 3
Page 14 of 39

37

2007 Aerial



ATTACHMENT "B"

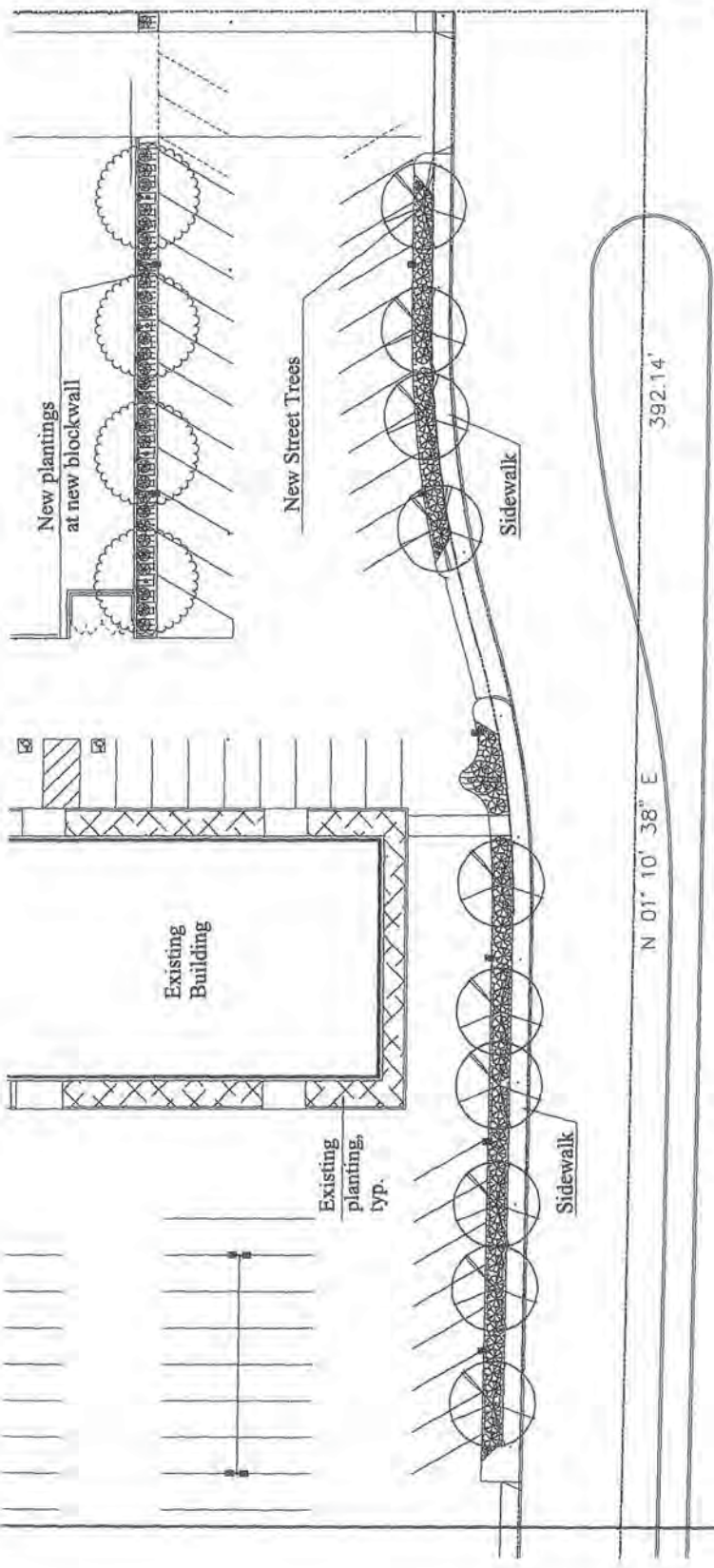
Reduced Project Plans

1	DATE	DESCRIPTION
1	6/12/12	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

Johnson & Muller ARCHITECTS
1431 S. 27th Street, Suite 200
San Jose, CA 95128
Tel: 408-933-1313

PRELIMINARY LANDSCAPE PLAN
7/23/2013 3:35 PM
Landscape Architecture
2121 NORTH DUNDAS BLVD
OAKLAND, CA 94612

LEASING CORPORATION OF AMERICA
7/23/2013 3:35 PM
Landscape Architecture
2121 NORTH DUNDAS BLVD
OAKLAND, CA 94612



Planting Legend

- TREES**
 - 2" dbh - 10' height - 10' spread
 - 4" dbh - 15' height - 15' spread
 - 6" dbh - 20' height - 20' spread
 - 8" dbh - 25' height - 25' spread
 - 10" dbh - 30' height - 30' spread
- SHRUBS & VINES**
 - 2" dbh - 10' height - 10' spread
 - 4" dbh - 15' height - 15' spread
 - 6" dbh - 20' height - 20' spread
 - 8" dbh - 25' height - 25' spread
 - 10" dbh - 30' height - 30' spread
- GROUND COVERS**
 - 2" dbh - 10' height - 10' spread
 - 4" dbh - 15' height - 15' spread
 - 6" dbh - 20' height - 20' spread
 - 8" dbh - 25' height - 25' spread
 - 10" dbh - 30' height - 30' spread

Planting Notes

1. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
2. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
3. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
4. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
5. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
6. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
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8. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
9. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.
10. All plantings shall be installed in accordance with the City of San Jose's Planting Standards and Specifications.

Parks Standard Notes

1. All plantings shall be installed in accordance with the City of San Jose's Parks Standard Notes.
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9. All plantings shall be installed in accordance with the City of San Jose's Parks Standard Notes.
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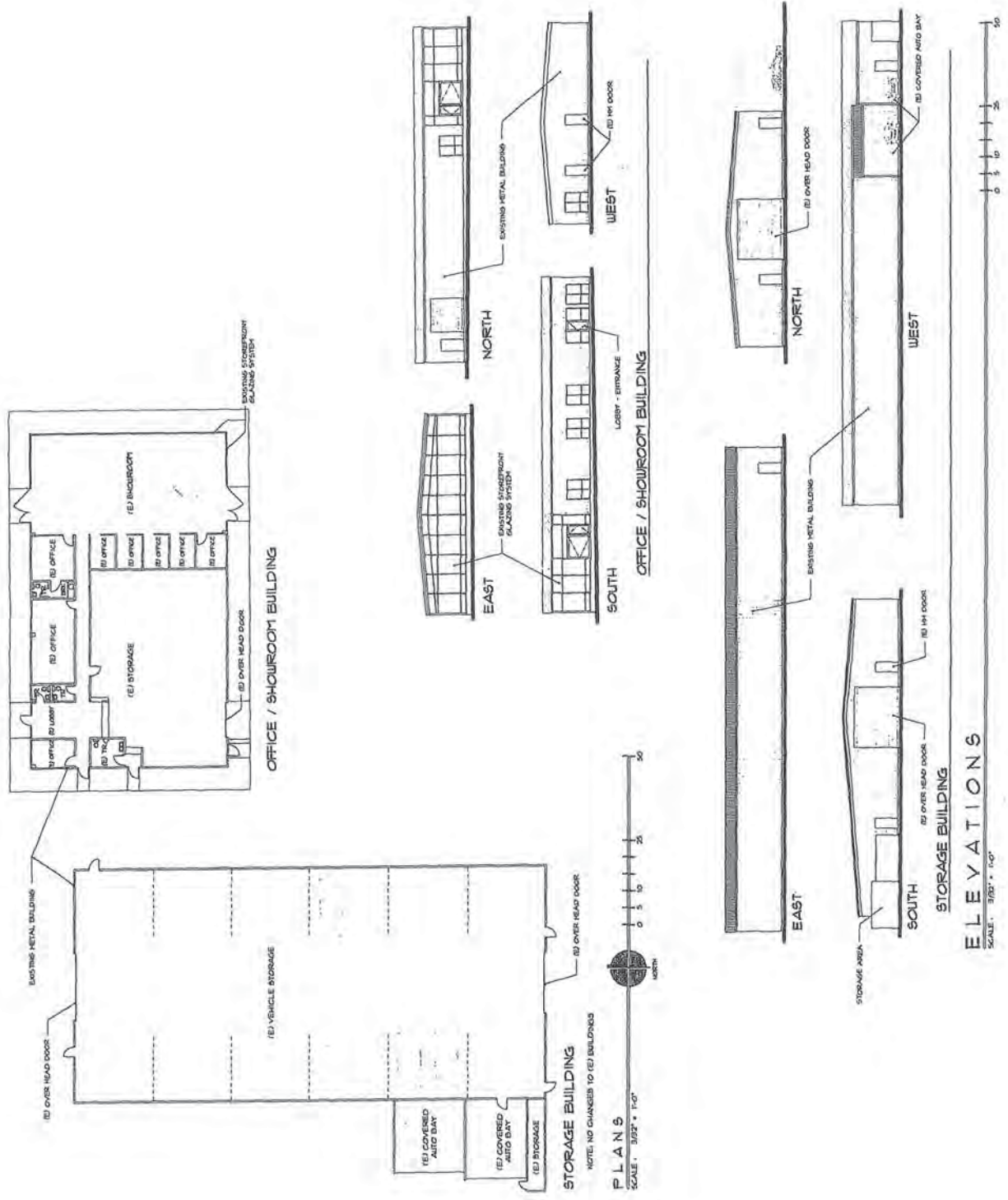


NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

LEASING CORPORATION OF AMERICA
201 NORTH OAKLAND BLVD.
OAKLAND, CA 94612
PROJECT NO. 2005-0393
DATE 04/13/05
SCALE 3/32" = 1'-0"
SHEET NO. B

PLANS & ELEVATIONS

Johnson & Muller ARCHITECTS
1415 KEE AVE. SUITE 200
OAKLAND, CA 94612
TEL: 510-431-1111
FAX: 510-431-1113

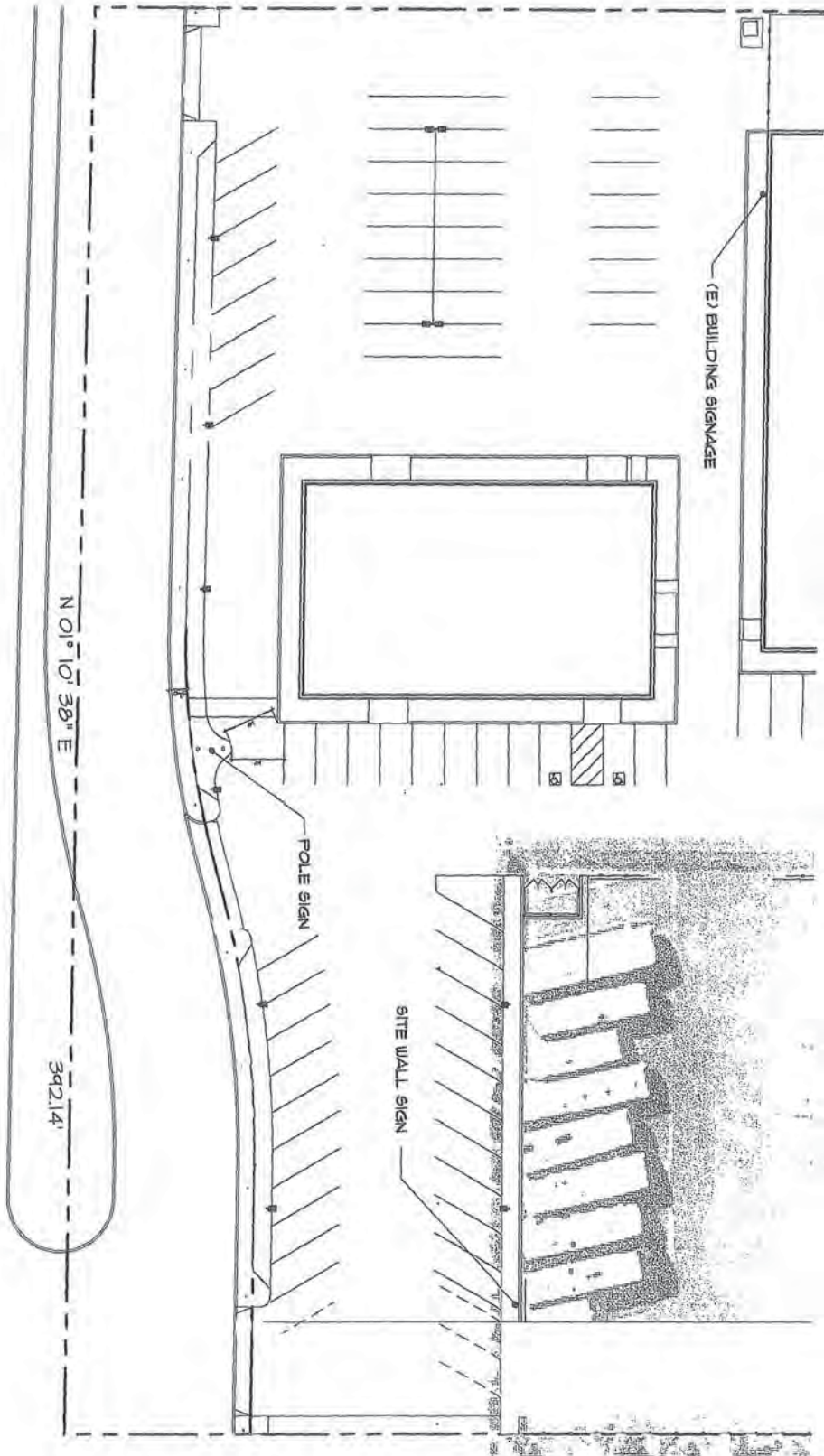


SCALE: 1" = 30'-0"

PARTIAL SITE PLAN



0 15 30 50 100 150



SIGNAGE PROGRAM

PROJECT TITLE:

LEASING CORPORATION OF AMERICA
2121 NORTH OXNARD BLVD.
OXNARD, CA 93030



1451-B RICE AVE.
OXNARD, CA 93030

johnson & johnson
ARCHITECTS

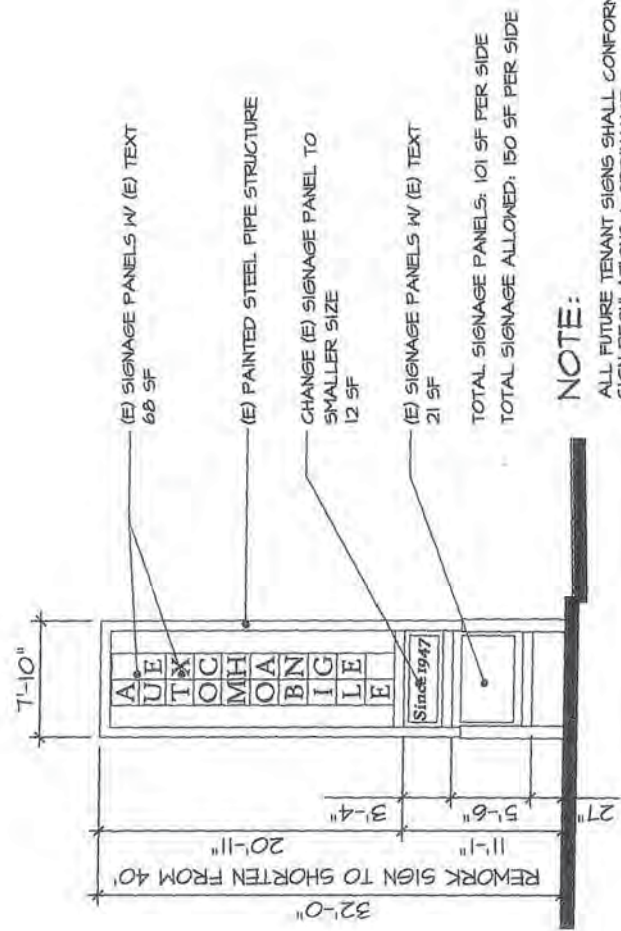
Attachment 3

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SIGNAGE PROGRAM

SIGNAGE AREAS:

POLE SIGN:	202 SF
WALL SIGN:	8 SF
BLDG. SIGN:	154 SF
TOTAL:	364 SF
ALLOWABLE: 342' X 1 SF = 342 SF	



NOTE:

ALL FUTURE TENANT SIGNS SHALL CONFORM TO CITY OF OXNARD SIGN REGULATIONS & ORDINANCE.

REWORK (E) SIGN ELEVATION

SCALE: 1/8" = 1'-0"

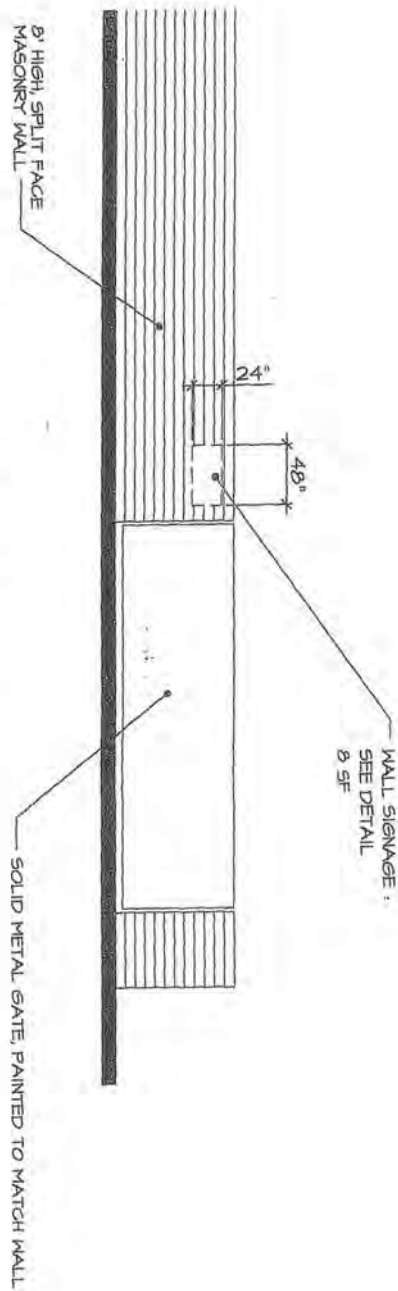
SIGN DETAIL



24" X 48"

SITE WALL SIGN

SCALE: 1/8" = 1'-0"



SIGNAGE PROGRAM

PROJECT TITLE:

LEASING CORPORATION OF AMERICA
2121 NORTH OXNARD BLVD. OXNARD, CA 93030



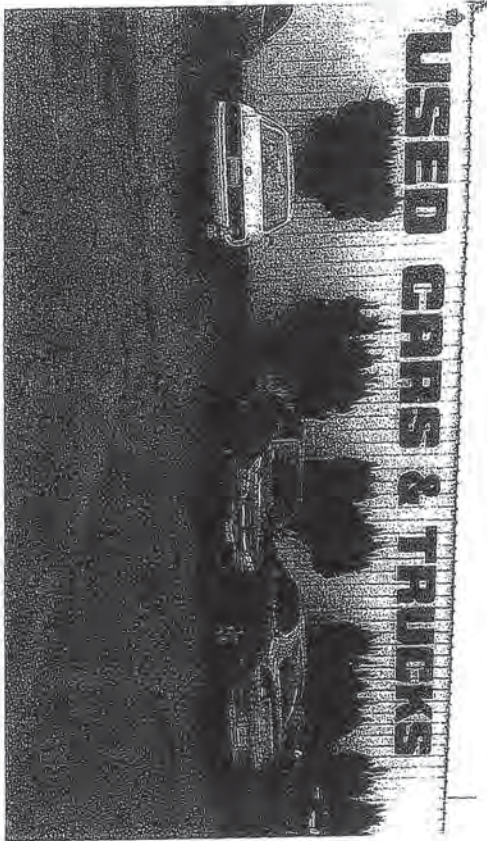
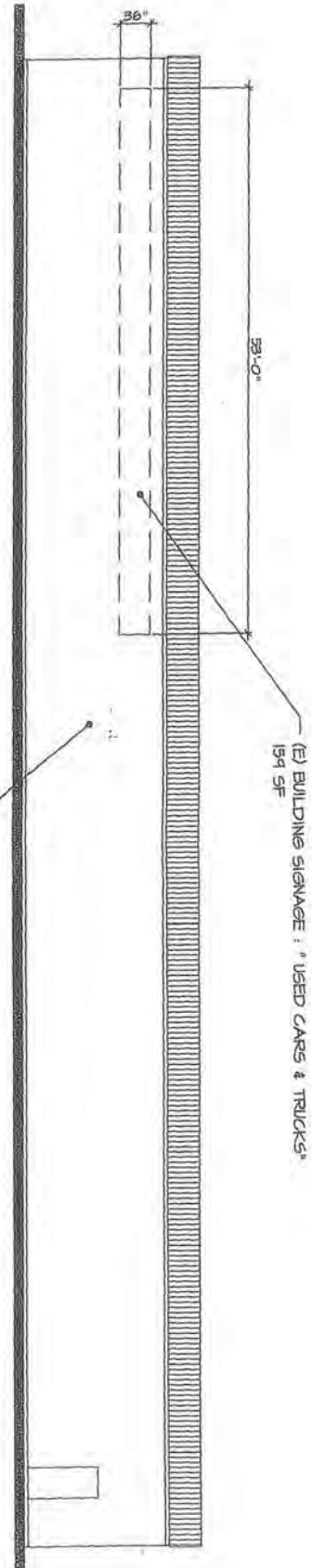
1451-D RICE AVE.
OXNARD, CA 93030

johnson m
ARCHITECT

Attachment 3
Page 21 of 39

(E) BUILDING SIGN ELEVATION

SCALE: 3/32" = 1'-0"



SIGN DETAIL

SIGNAGE PROGRAM

PROJECT TITLE:

LEASING CORPORATION OF AMERICA
2121 NORTH OXNARD BLVD.
OXNARD, CA 93030



1451-D RICE AVE.
OXNARD, CA 93030

Johnson & Johnson
ARCHITECTS

Attachment 3

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2009-039

10/28/13

ATTACHMENT "C"

Notice of Exemption



NOTICE OF EXEMPTION

Project Description:

Planning & Zoning Permit No. 12-500-07 (Special Use Permit) – A request for approval to legalize an existing outdoor automobile/RV storage facility, relocate one existing free-standing pylon sign, construct new driveways and landscape planters along the street frontage, and construct on-site improvements including new fire hydrants and light poles. The project site is located at 2121 North Oxnard Blvd. Filed by Nils Johnson, Johnson & Muller Architects, 1451 N. Rice Ave., Oxnard, CA 93030.

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, §15301 and §15303
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines §15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines §15061(b)(3)]

Supporting Reasons: In accordance with Sections 15301 and 15303(e) of the California Environmental Quality Act (CEQA) Guidelines, projects involving minor alterations or additions and new construction of small structures may be found to be exempt from the requirements of CEQA. The request is for construction of site improvements and accessory structures on an existing developed commercial property, surrounded by urban development, and there is no possibility of environmental impacts. There is no evidence of any potentially significant effects on the environment. Therefore, staff has determined that the project qualifies for exemption.

(Date)

Ashley Golden
Interim Planning Manager

ATTACHMENT "D"

Resolution

RESOLUTION NO. 2013 –

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT CITY COUNCIL APPROVE PLANNING & ZONING PERMIT NO. 12-500-07 (SPECIAL USE PERMIT) FOR OUTDOOR VEHICLE STORAGE AT THE REAR 2.5 ACRES OF THE SUBJECT PROPERTY, AND RELATED ON-SITE IMPROVEMENTS THROUGHOUT THE 5-ACRE PROPERTY, LOCATED AT 2121 NORTH OXNARD BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT NILS JOHNSON, JOHNSON & MULLER ARCHITECTS, 1451 NORTH RICE AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-07, filed by designated agent Johnson & Muller Architects on behalf of property owner Leasing Corporation of America, 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 and 15303(e) for minor alterations or additions and new construction of small structures, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on November 7, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-07; and

WHEREAS, City Code Sections 16-135 and 16-136 do not list outdoor vehicle storage as an allowable use in the C-2 zone, and City Code Section 16-135(B) states that no other uses shall be permitted in the C-2 zone without the approval of the city council, and therefore approval by the City Council is required for the proposed project; 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.
6. The project subject to the master sign program has been approved subject to a development plan, planned development permit, or special use permit.
7. The amount of sign area does not exceed that which would be allowed by Chapter 16-608(C) and otherwise meets the intent of the sign provisions of Chapter 16.
8. The type and appearance of the proposed signs is consistent with the design guidelines or architectural character of the development.
9. The master sign program provides for a unique and unified sign program that cannot be accommodated through strict application of the provisions of Chapter 16-608.

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 recommends that the City Council approve this permit subject to the following conditions.

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

Attachment 3
Page 27 of 39

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 1, 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 10 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. 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)
5. 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. (CA, G-6)
6. 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)
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. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)

Attachment 3
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11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. 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*)
13. 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*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

15. 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*)
16. 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*)
17. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
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. (DS/PL, *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, *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 control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(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. (B/DS, *PL-12*)
23. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
24. 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, *PL-14*)
25. 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*)
26. 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*)
27. Developer shall limit outdoor storage of materials to the locations shown on the project plans. Developer shall screen storage areas from adjacent properties and streets by a wall or similar screening. All fence and wall materials shall match the predominant design and materials of the main structure on the project property. (PL/B, *PL-48*)

PLANNING DIVISION SPECIAL CONDITIONS

28. Property owner and/or Operator shall not permit vehicles higher than six feet tall to be parked or stored along the westerly and northerly property line adjacent to residences, in consideration of the existing screening provided on the subject property. All vehicles exceeding 10 feet high (as measured from the surface of the ground underneath the vehicle), such as RVs and boats, shall be stored toward the interior of the property and shall not be readily visible from surrounding residential properties or public right-of-way. (PL)
29. Property owner and/or Operator shall not permit unlicensed and/or unregistered vehicles to be parked or stored at the site. All vehicles shall at all times maintain a valid registration and/or license plate issued by the California Department of Motor Vehicles. (PL)
30. Property owner and/or Operator shall regularly monitor and visually inspect stored vehicles to ensure that no leaks of vehicle fluids occur at any time. Any fluid leaks or spills shall be cleaned, removed, and disposed at a proper facility for such materials. (PL)
31. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms, 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)
32. Developer shall comply with the approved Phasing Plan for the proposed project. Phase 1 improvements shall be completed within 12 months of the approval date of this permit. Phase 2 improvements shall be completed within 24 months of the approval date of this permit. No bond or other surety shall be required for improvements completed within 24 months. (PL, PL)
 - a. Phase 1 improvements shall include the following: install fire hydrants and associated underground water lines; construct northerly access driveway; construct northerly asphaltic concrete paved access ramp (to rear storage yard) and install gate with Fire Department entry device; construct 8-foot high CMU screen wall, planters, and light standards at screen wall planter; install light standards within rear storage yard; construct refuse enclosure; relocate fence at rear storage building, and install gates with Police and Fire Department entry device(s); relocate freestanding pole sign to be entirely within private property and modify height not to exceed 32 feet.
 - b. Phase 2 improvements shall include the following: construct 7-foot wide sidewalk along front property line (adjacent to curb); construct 5-foot wide landscape planter behind the new sidewalk; reconstruct middle and southerly driveways at front of property; existing light poles along property frontage and within front parking lots shall be removed from the property, and new light standards shall be installed within the front planter (behind new 7-foot wide sidewalk).

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

33. 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. (B/DS, DS-1)
34. 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, DS-3)
35. Developer shall remove and replace all improvements that are damaged during construction. (DS, DS-6)
36. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS, DS-9)
37. 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, DS-14)
38. 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, DS-15)
39. 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, DS-16)
40. 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)
41. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

42. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
43. 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)
44. "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)
45. 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)
46. 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, DS-41)
47. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS, DS-45)
48. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS, DS-47)
49. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, and street appurtenances. City will name all streets in accordance with adopted City guidelines. (DS-49)

50. 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)
51. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
52. Developer shall construct double-bin trash enclosures (one bin for recycle use) 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. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division. (DS, DS-79)
53. 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, DS-87)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

54. 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, DS)
55. Developer shall construct a 7 foot wide sidewalk along the entire project frontage. Driveway curb cuts shall provide a 4 foot wide ADA complaint (2% maximum cross-fall) path at the pedestrian crossing. Requirement to widen the proposed sidewalk shall not reduce the required landscaping along the project frontage. Driveways shall be constructed (re-constructed) in

general conformance with Section A-A of City standard plate 115 or standard plate 116 as determined applicable by the Development Services Director. (DS, DS)

56. Prior to issuance of an encroachment permit, Developer shall dedicate right-of-way to the City that encompasses all existing roadway improvements and extends to the back of the sidewalk improvements along the project frontage. (DS)
57. Developer shall locate the trash enclosure such that open doors do not encroach into a drive aisle. (DS, DS)
58. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS, DS)

LANDSCAPE STANDARD CONDITIONS

59. 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)
60. 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)
61. 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)
62. 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)
63. 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)
64. 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

65. 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)

66. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
67. 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

68. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
69. 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)
70. 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)
71. The project shall meet the minimum requirements of the “Fire Protection Planning Guide” published by the Fire Department. (FD, F-6)
72. At all times during construction, Developer shall maintain paved surfaces (may be compacted base) capable of handling loads of 46,000 pounds which will provide access for firefighting apparatus to all parts of the project property. Prior to issuance of any building or engineering permits, Developer shall submit written evidence of weight load verification, prepared by a qualified consultant, to the Planning Division and Fire Department for approval. (FD/DS, F-7)
73. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
74. 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)

75. 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*)

FIRE DEPARTMENT SPECIAL CONDITIONS

76. 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)
77. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

78. On-site security or CCTV to monitor facility during off-hours is required. (PD)
79. All vehicle control access gates shall be operable by City-approved radio equipment (Click-2-Enter). (PD)
80. Solid perimeter walls shall be covered with plant material to the full height to deter graffiti vandalism. (PD)
81. Perimeter fencing shall be maintained in proper working order and breaches or damage shall be repaired within 48-hours. (PD)
82. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms. (PD)
83. 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)
84. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within forty-eight (48) hours of being applied. All landscape materials shall be maintained in a condition that does not interfere with the natural surveillance of the property or obstruct the ability to observe the activities of persons on or about the property. (PD)
85. 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.

ENVIRONMENTAL RESOURCES DIVISION

86. 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.
87. 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.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of
November, 2013, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

Stephen H. Huber, Chair

ATTEST: _____
Ashley Golden, Secretary

RESOLUTION NO. 2013 – 29

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT CITY COUNCIL APPROVE PLANNING & ZONING PERMIT NO. 12-500-07 (SPECIAL USE PERMIT) FOR OUTDOOR VEHICLE STORAGE AT THE REAR 2.5 ACRES OF THE SUBJECT PROPERTY, AND RELATED ON-SITE IMPROVEMENTS THROUGHOUT THE 5-ACRE PROPERTY, LOCATED AT 2121 NORTH OXNARD BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT NILS JOHNSON, JOHNSON & MULLER ARCHITECTS, 1451 NORTH RICE AVENUE, OXNARD, CALIFORNIA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-07, filed by designated agent Johnson & Muller Architects on behalf of property owner Leasing Corporation of America, 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 and 15303(e) for minor alterations or additions and new construction of small structures, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on November 7, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-07; and

WHEREAS, City Code Sections 16-135 and 16-136 do not list outdoor vehicle storage as an allowable use in the C-2 zone, and City Code Section 16-135(B) states that no other uses shall be permitted in the C-2 zone without the approval of the city council, and therefore approval by the City Council is required for the proposed project; 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

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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.
6. The project subject to the master sign program has been approved subject to a development plan, planned development permit, or special use permit.
7. The amount of sign area does not exceed that which would be allowed by Chapter 16-608(C) and otherwise meets the intent of the sign provisions of Chapter 16.
8. The type and appearance of the proposed signs is consistent with the design guidelines or architectural character of the development.
9. The master sign program provides for a unique and unified sign program that cannot be accommodated through strict application of the provisions of Chapter 16-608.

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 recommends that the City Council approve this permit subject to the following conditions.

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

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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 1, 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 10 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. 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)
5. 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. (CA, G-6)
6. 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)
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. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)

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11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. 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*)
13. 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*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

15. 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*)
16. 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*)
17. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
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. (DS/PL, *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, *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 control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(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. (B/DS, *PL-12*)
23. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
24. 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, *PL-14*)
25. 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*)
26. 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*)
27. Developer shall limit outdoor storage of materials to the locations shown on the project plans. Developer shall screen storage areas from adjacent properties and streets by a wall or similar screening. All fence and wall materials shall match the predominant design and materials of the main structure on the project property. (PL/B, *PL-48*)

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PLANNING DIVISION SPECIAL CONDITIONS

28. Property owner and/or Operator shall not permit vehicles higher than six feet tall to be parked or stored along the westerly and northerly property line adjacent to residences, in consideration of the existing screening provided on the subject property. All vehicles exceeding 10 feet high (as measured from the surface of the ground underneath the vehicle), such as RVs and boats, shall be stored toward the interior of the property and shall not be readily visible from surrounding residential properties or public right-of-way. *(PL)*
29. Property owner and/or Operator shall not permit unlicensed and/or unregistered vehicles to be parked or stored at the site. All vehicles shall at all times maintain a valid registration and/or license plate issued by the California Department of Motor Vehicles. *(PL)*
30. Property owner and/or Operator shall regularly monitor and visually inspect stored vehicles to ensure that no leaks of vehicle fluids occur at any time. Any fluid leaks or spills shall be cleaned, removed, and disposed at a proper facility for such materials. *(PL)*
31. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms, 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)*
32. Developer shall comply with the approved Phasing Plan for the proposed project. Phase 1 improvements shall be completed within 12 months of the approval date of this permit. Phase 2 improvements shall be completed within 24 months of the approval date of this permit. No bond or other surety shall be required for improvements completed within 24 months. *(PL, PL)*
 - a. Phase 1 improvements shall include the following: install fire hydrants and associated underground water lines; construct northerly access driveway; construct northerly asphaltic concrete paved access ramp (to rear storage yard) and install gate with Fire Department entry device; construct 8-foot high CMU screen wall, planters, and light standards at screen wall planter; install light standards within rear storage yard; construct refuse enclosure; relocate fence at rear storage building, and install gates with Police and Fire Department entry device(s); relocate freestanding pole sign to be entirely within private property and modify height not to exceed 32 feet.
 - b. Phase 2 improvements shall include the following: construct 7-foot wide sidewalk along front property line (adjacent to curb); construct 5-foot wide landscape planter behind the new sidewalk; reconstruct middle and southerly driveways at front of property; existing light poles along property frontage and within front parking lots shall be removed from the property, and new light standards shall be installed within the front planter (behind new 7-foot wide sidewalk).

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DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

33. 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. (B/DS, *DS-1*)
34. 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, *DS-3*)
35. Developer shall remove and replace all improvements that are damaged during construction. (DS, *DS-6*)
36. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS, *DS-9*)
37. 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, *DS-14*)
38. 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, *DS-15*)
39. 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, *DS-16*)
40. 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)
41. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

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42. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
43. 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)
44. "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)
45. 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)
46. 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, DS-41)
47. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS, DS-45)
48. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS, DS-47)
49. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, and street appurtenances. City will name all streets in accordance with adopted City guidelines. (DS-49)

50. 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)
51. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
52. Developer shall construct double-bin trash enclosures (one bin for recycle use) 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. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division. (DS, DS-79)
53. 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, DS-87)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

54. 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, DS)
55. Developer shall construct a 7 foot wide sidewalk along the entire project frontage. Driveway curb cuts shall provide a 4 foot wide ADA complaint (2% maximum cross-fall) path at the pedestrian crossing. Requirement to widen the proposed sidewalk shall not reduce the required landscaping along the project frontage. Driveways shall be constructed (re-constructed) in

general conformance with Section A-A of City standard plate 115 or standard plate 116 as determined applicable by the Development Services Director. (DS, DS)

56. Prior to issuance of an encroachment permit, Developer shall dedicate right-of-way to the City that encompasses all existing roadway improvements and extends to the back of the sidewalk improvements along the project frontage. (DS)
57. Developer shall locate the trash enclosure such that open doors do not encroach into a drive aisle. (DS, DS)
58. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS, DS)

LANDSCAPE STANDARD CONDITIONS

59. 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)
60. 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)
61. 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)
62. 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)
63. 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)
64. 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

65. 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)

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66. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
67. 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

68. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
69. 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)
70. 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)
71. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
72. At all times during construction, Developer shall maintain paved surfaces (may be compacted base) capable of handling loads of 46,000 pounds which will provide access for firefighting apparatus to all parts of the project property. Prior to issuance of any building or engineering permits, Developer shall submit written evidence of weight load verification, prepared by a qualified consultant, to the Planning Division and Fire Department for approval. (FD/DS, F-7)
73. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
74. 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)

75. 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*)

FIRE DEPARTMENT SPECIAL CONDITIONS

76. 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)
77. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

78. On-site security or CCTV to monitor facility during off-hours is required. (*PD*)
79. All vehicle control access gates shall be operable by City-approved radio equipment (Click-2-Enter). (*PD*)
80. Solid perimeter walls shall be covered with plant material to the full height to deter graffiti vandalism. (*PD*)
81. Perimeter fencing shall be maintained in proper working order and breaches or damage shall be repaired within 48-hours. (*PD*)
82. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms. (*PD*)
83. 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*)
84. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within forty-eight (48) hours of being applied. All landscape materials shall be maintained in a condition that does not interfere with the natural surveillance of the property or obstruct the ability to observe the activities of persons on or about the property. (*PD*)
85. 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.

ENVIRONMENTAL RESOURCES DIVISION

86. 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.
87. 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.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of November, 2013, by the following vote:

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

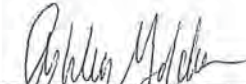
NOES: Commissioners:

ABSENT: Commissioners: Huber



Gilbert Guevara, Vice Chair

ATTEST:



Ashley Golden, Secretary

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MINUTES

OXNARD PLANNING COMMISSION REGULAR MEETING November 7, 2013

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Commissioners Patrick Mullin, Anthony Murguia, Gilbert Guevara, Sonny Okada, Vincent Stewart, and Steven Nash were present. Chairman Guevara presided and called the meeting to order. Staff members present were: Ashley Golden, Interim Planning Manager; Jason Samonte, Traffic Engineer; Stephen M. Fischer, Interim City Attorney; Brian Foote, Associate Planner, Paul Wendt, Senior Civil Engineer; and Maria Santana, Recording Secretary.

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

Commissioner Okada led the pledge of allegiance.

C. PUBLIC COMMENTS

Ms. Pat Brown expressed concerns about businesses being granted Alcoholic Beverage Control (ABC) licenses. Ms. Brown stated that the conditions are in place to prevent negative impacts, find ways to implement positive impacts, and to protect the residents. Not all business should be granted ABC liquor licenses unless the conditions are positive for the community and residents.

READING OF AGENDA

Interim Planning Manager Golden reviewed the agenda.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – October 17, 2013

MOTION Commissioner Murguia moved and Commissioner Okada seconded a motion to approve the minutes of October 17, 2013. The question was called and the motion carried 6-0-1. Commissioner Huber was absent.

F. CONTINUED PUBLIC HEARINGS

G. NEW PUBLIC HEARINGS

1. PLANNING AND ZONING PERMIT NO. 12-500-7 (Special Use Permit) – A request for approval to legalize an existing outdoor automobile/RV storage facility, relocate one existing free-standing pylon sign, construct new driveways and landscape planters along the street frontage, and construct on-site improvements including new fire hydrants and light poles. The project site is located at 2121 North Oxnard Blvd. The project is exempt from environmental review pursuant to Section 15301 of the

November 7, 2013

OXNARD PLANNING COMMISSION

Attachment 5
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California Environmental Quality Act (CEQA) Guidelines. Filed by designated agent Nils Johnson, Johnson & Muller Architects, 1451 N. Rice Ave., Oxnard, CA 93030.

PROJECT PLANNER: Brian Foote

Associate Planner Foote presented a report on the Outdoor RV and vehicle storage facility. Mr. Foote briefly talked about zoning, the construction of a new 8 foot screen wall and gate, the construction of a driveway into the site, and construction of a public sidewalk. New planters along Oxnard Blvd, front and rear light poles and a new fire hydrant will also be installed. Mr. Foote's power point presentation included an aerial photo and site plan.

Chairman Guevara opened the public testimony:

Mr. Nils Johnson, project architect, spoke briefly to clarify Commissioners' concerns regarding the wall, sidewalk and signage.

Ms. Triva Bridges gave the public and Commissioners a brief history on the property, going back to 1969 when the property had 20 years of existence as a dealership, and stated that the 40ft sign dated to the 1980's.

Ms. Pat Brown addressed concerns of not disrupting the nearby mobile home park residents with lighting, and suggested a higher block wall for better security.

Chairman Guevara closed the public testimony.

Commissioners deliberated and addressed all concerns, which included the height of the sign, the block wall, light fixtures, street improvements, outdoor storage, and landscaping. All concerns were addressed by City staff and the applicant.

MOTION: Commissioner Okada moved and Commissioner Mullin seconded a motion to adopt PZ 12-500-7 (Special Use Permit) – A request for approval to legalize an existing outdoor automobile/RV storage facility, relocate one existing free-standing pylon sign, construct new driveways and landscape planters along the street frontage, and construct on-site improvements including new fire hydrants and light poles. The project site is located at 2121 North Oxnard Blvd. The question was called and the motion carried 6-0-1. Commissioner Huber was absent.

2. ~~PLANNING AND ZONING PERMIT NO. 13-510-06 (Special Use Permit – Alcohol) – A request for a Type 4 (On-Sale Beer & Wine – Bona Fide Eating Place) Alcoholic Beverage Control license to permit the sale of beer and wine for consumption on the premises with food service. The existing restaurant is 2,317-sq.ft. in size, with hours of operation from 11:00 a.m. to 10:00 p.m. Sunday through Thursday, and 11:00 a.m. to 11:00 p.m. on Friday and Saturday. The hours with alcohol service will be the same as the business hours. The project site is Round Table Pizza located at 1111 S. Victoria Avenue. The proposal is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Barjor Pithawalla, 1111 S. Victoria Avenue, Oxnard, CA 93035.~~

PROJECT PLANNER: BRIAN FOOTE



Meeting Date: 1/7/2014

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

Prepared By: James Cameron *J.C.* Agenda Item No. K-1
Reviewed By: City Manager *J.P.B.* City Attorney *FR* Finance *J.C.* Other (Specify) _____

DATE: December 26, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department *James Cameron*

SUBJECT: Annual Report for Development, Connection and Improvement Fees for the Year Ended June 30, 2013

RECOMMENDATION

That City Council receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2013 in accordance with Government Code Section 66006.

DISCUSSION

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. The park acquisition and development improvement fee, storm drain facility fee, circulation system improvement fee (traffic impact fee), capital growth fee (residential and non-residential), water system connection fee, wastewater collection connection fee, and wastewater treatment connection fee that the City of Oxnard collects, qualify as development impact fees. Therefore, these fees must comply with the above referenced Government Code section. The City of Oxnard Development Fee Annual Financial Report as of June 30, 2013 was posted with the City Clerk and on the City's web site on December 26, 2013.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee for the development of parks. This fee is a prerequisite to the issuance of a building permit per dwelling unit.

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a fee for the installation of storm drain facilities. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee.

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enable the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements.

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.

Capital Growth Fee – Non Residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate.

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection.

Sewer Connection Fee

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee for improvements to the wastewater system. The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements. For all connections to the wastewater conveyance system, the fee is determined by the size of the water meter needed to serve the facility.

FINANCIAL IMPACT

The recommended actions to receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2013 have no financial impact.

Attachment 1 - The City of Oxnard Development Fee Annual Financial Report as of June 30, 2013



**City of Oxnard
Development Impact Fee Annual Financial Report
as of June 30, 2013**

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. City of Oxnard fees that fall under this requirement are:

- Park Acquisition and Development Improvement Fee,
- Storm Drain Facility Fee,
- Circulation System Improvement Fee (Traffic Impact Fee),
- Capital Growth Fee (Residential and Non-Residential),
- Water System Connection Fee,
- Wastewater Collection Connection Fee, And Wastewater Treatment Connection Fee.

This information is scheduled for review by the Oxnard City Council at the meeting of January 7, 2014, which begins at 6:00 PM in the City Council Chambers, 305 West Third Street, Oxnard.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee which is a prerequisite to the issuance of a building permit per dwelling unit. Every person constructing a new dwelling within the City is charged a fee for each new dwelling unit.

Fund balance, July 1, 2012	\$ 366,881
Revenues	
Development and connection fees	6,000
Interest income	2,205
Total revenues	<u>8,205</u>
Expenditures	
n/a	<u>-</u>
Total expenditures	<u>-</u>
Excess of revenues over (under) expenditures	8,205
Net Change in fund balance	<u>8,205</u>
Fund balance, June 30, 2013	\$ 375,086
Appropriations to Current Projects	337,806
Available Fund Balance as of June 30, 2013	<u>\$ 37,280</u>

ATTACHMENT 1
PAGE 2 OF 9

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a storm drain fee. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee. Excess funds due the developer are reimbursed per City of Oxnard Resolution No. 10,272. The fee is used for the installation of storm drain facilities.

Fund balance, July 1, 2012	\$ 10,199,583
Revenues	
Development and connection fees	50,994
Interest income	57,063
Total revenues	<u>108,057</u>
Expenditures	
Storm drain non program improvement project	145,792
Storm drain various location	2,209
Pleasant Valley Widening	1,170
Tierra Vista Residence Resurfacing	2,422,364
Total expenditures	<u>2,571,535</u>
Excess of revenues over (under) expenditures	(2,463,478)
Net Change in fund balance	<u>(2,463,478)</u>
Fund balance, June 30, 2013	\$ 7,736,105
Appropriations to Current Projects	1,335,100
Available Fund Balance as of June 30, 2013	<u>\$ 6,401,005</u>

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enables the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements.

Fund balance, July 1, 2012	\$ 7,002,554
Revenues	
Development and connection fees	661,069
Interest income	23,573
Total revenues	<u>684,642</u>
Expenditures	
Circulation System capital improvement projects:	
Developer reimbursements	503,236
Camino Del Sol Extension	7,950
ITS Construction TMC & Sec 1 & 2	1,222,370
Highway 101/Rice interchange project	4,736,364
Traffic Signal Various locations	18,812
Traffic calming cut-thrus	11,955
Circulation element update	18,705
Hueneme Road improvement	125,314
Saviors Road improvements	1,004
Total expenditures	<u>6,645,710</u>
Excess of revenues over (under) expenditures	(5,961,068)
Net Change in fund balance	<u>(5,961,068)</u>
Fund balance, June 30, 2013	\$ 1,041,486
Appropriations to Current Projects	1,041,486
Available Fund Balance as of June 30, 2012	<u><u>\$ -</u></u>

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.

Fund balance, July 1, 2012	\$ (3,464,708)
Revenues	
Development and connection fees	580,627
Interest income	<u>0</u>
Total revenues	580,627
Expenditures	
Non-program improvement project	<u>86,619</u>
Total expenditures	<u>86,619</u>
Excess of revenues over (under) expenditures	494,008
Other Financing Sources & (Uses)	
Transfers in	70,038
Transfers out (to debt service fund)	<u>(1,253,139)</u>
Total other financing sources (uses)	(1,183,101)
Net Change in fund balance	<u>(689,093)</u>
Fund balance, June 30, 2013	<u><u>\$ (4,153,801)</u></u>

Capital Growth Fee – Non Residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate.

Fund balance, July 1, 2012	\$ (785,352)
Revenues	
Development and connection fees	70,951
Interest income	<u>0</u>
Total revenues	70,951
Expenditures	
Non-program improvement project	<u>25,800</u>
Total expenditures	<u>25,800</u>
Excess of revenues over (under) expenditures	45,151
Other Financing Sources & (Uses)	
Transfers in	18,775
Transfers out (to debt service fund)	<u>(336,048)</u>
Total other financing sources (uses)	(317,273)
Net Change in fund balance	<u>(272,122)</u>
Fund balance, June 30, 2013	<u><u>\$ (1,057,474)</u></u>

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection.

Fund balance, July 1, 2012	\$ 16,203,135
Revenues	
Development and connection fees	1,433,813
Interest income	306,700
Total revenues	<u>1,740,513</u>
Expenditures	
Water System connection improvement projects:	
Ventura Road & Gonzales Recycled Water System	(616,366)
GREAT Recycled Water Distribution	616,366
Recycled Water Backbone	83,997
Total expenditures	<u>83,997</u>
Excess of revenues over (under) expenditures	1,656,516
Net Change in fund balance	<u>1,656,516</u>
Fund balance, June 30, 2013	\$ 17,859,651
Appropriations to Current Projects	<u>1,772,358</u>
Available Fund Balance as of June 30, 2013	<u><u>\$ 16,087,293</u></u>

Wastewater Treatment and Collection Connection Fees

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee. Fees are used for improvements to wastewater facilities.

The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements.

Fund balance, July 1, 2012	\$ (225,462)
Revenues	
Development and connection fees	262,817
Interest income	-
Total revenues	<u>262,817</u>
Expenditures	
N/A	-
Total expenditures	<u>-</u>
Excess of revenues over (under) expenditures	262,817
Other Financing Sources & (Uses)	
Debt service payment	-
Non program	(96,261)
Total other financing sources (uses)	<u>(96,261)</u>
Net Change in fund balance	<u>166,556</u>
Fund balance, June 30, 2013	<u><u>\$ (58,906)</u></u>

(continued on next page)

For all connections to the wastewater conveyance system, the fee is determined by the size of the water meter needed to serve the facility.

Wastewater Collection	
Fund balance, July 1, 2012	\$ 2,756,145
Revenues	
Development and connection fees	123,832
Interest income	11,471
Total revenues	<u>135,303</u>
Expenditures	
Developer's reimbursement	187,963
Non program	70,246
Total expenditures	<u>258,209</u>
Excess of revenues over (under) expenditures	(122,906)
Net Change in fund balance	<u>(122,906)</u>
Fund balance, June 30, 2013	\$ 2,633,239
Appropriations to Current Projects	<u>53,939</u>
Available Fund Balance as of June 30, 2013	<u>\$ 2,579,300</u>
 Combined Treatment and Collection Fund Balance	 <u>\$ 2,520,394</u>

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

Prepared By: James CameronAgenda Item No. K-2Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: December 30, 2013**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance DepartmentJames Cameron**SUBJECT:** Comprehensive Annual Financial Report for Fiscal Year 2012-13**RECOMMENDATION**

That City Council receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2012-13.

DISCUSSION

The CAFR contains basic financial statements audited by the independent certified public accounting firm White Nelson Diehl Evans LLP. The purpose of the audit is to ensure that the financial statements present fairly, in all material respects, the financial position and the results of operations of the City. The data is presented in a manner to ensure understanding of the City's financial activities and operations.

The Highlights of the FY 2012-13 CAFR are as follows:

- The assets of the City exceeded its liabilities by \$1.8 billion (net position) at the close of the fiscal year. In the previous year, the net position of the City was also \$1.8 billion.
- As of the close of the fiscal year, the City's governmental activities reported a net position of \$1.46 billion, the same as the prior fiscal year.
- At the end of the fiscal year, the unassigned fund balance of the General Fund was \$11.4 million, which is 10% of the general fund's operating expenditures excluding Measure O expenditures.
- The City's total debt (excluding compensated absences) decreased by \$14.1 million during the current fiscal year primarily in business-type activities (\$11.3 million). Total debt in governmental funds was reduced \$2.8 million.

FINANCIAL IMPACT

The recommended action to receive and file the FY 2012-13 CAFR has no financial impact.

Attachment #1: FY 2012-13 Comprehensive Annual Financial Report

Note: Attachment #1 has been provided to City Council under separate cover. Copies for review are available on the City website address below and at the Help Desk in the Library after 12 p.m. on the Saturday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on the Monday prior to the Council meeting.

<http://finance.cityofoxnard.org/Uploads/GeneralAccounting/FY%2013%20City%20of%20Oxnard%20CAFR.pdf>



Meeting Date: 1 / 7 / 14

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: Michelle Téllez, Director of Human Resources

Agenda Item No. M-1

Reviewed By: City Manager *mmk*

City Attorney *SMF*

Finance *JC*

Other (Specify) _____

DATE: January 7, 2014

TO: City Council

FROM: Michelle Téllez, Director of Human Resources
Human Resources Department *[Signature]*

SUBJECT: Approval of Increase for Interim City Attorney Stephen Fischer

RECOMMENDATION

That City Council approve and authorize a salary increase for Stephen Fischer based upon his assumption of the duties of City Attorney in an upgraded capacity.

DISCUSSION

On July 12, 2013, Mr. Fischer assumed the duties of City Attorney as Acting City Attorney. On October 15, 2013 Mr. Fischer assumed the duties of City Attorney as Interim City Attorney.

FINANCIAL IMPACT

The financial impact to the City budget will be determined by the amount of the increase provided by Council.

MHT



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

Prepared By: Daniel Martinez, City ClerkAgenda Item No. M-2Reviewed By: City Manager [Signature] City Attorney [Signature]Finance [Signature]

Other N/A

DATE: November 21, 2013**TO:** City Council**FROM:** Daniel Martinez, City Clerk [Signature]**SUBJECT:** Appointment of Citizen Advisory Groups**RECOMMENDATION**

1. That the Mayor, with approval of the City Council, appoint:
 - a. Three members to the Commission on Homelessness;
 - b. One member to the Senior Services Commission; and
2. That the City Council appoint:
 - a. Two members to the Community Relations Commission.

DISCUSSION

Appointments to these various boards, commissions and committees are usually made following a general election involving the office of Mayor. These proposed appointments are due to vacancies and a need to have enough commissioners for a required quorum.

Staff recommends that the Mayor, with approval of the City Council, appoint three members to the Commission on Homelessness and one member to the Senior Services Commission.

Staff recommends that the City Council, as a whole, appoint two members to the Community Relations Commission. The City Council will be polled as to their selection for each commission.

FINANCIAL IMPACT

None.

Attachment 1 – Vacancy Lists

COMMISSION ON HOMELESSNESS

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Castanon, Francine	12-31-14
Couey, Clarice	12-31-14
Courtland, David	12-31-14
Garcia, John	12-31-14
Miller, Darlene	12-31-14
Perez, Frank	12-31-14
Rivera, Peggy A.	12-31-14
Tougas, Ken	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14

Eleven members appointed to advise the City Council on policies, priorities, strategies and procedures pertaining to homeless activities in the City and region. Terms will coincide with the term of the Mayor.

Appointed by the Mayor

Service Term: 11 members 2-year terms to coincide with the term of the Mayor
Meeting Schedule: 1st Monday of each month, 3:30 p.m., City Council Chambers
Staff Liaison: Will Reed
Creation: 05/22/01; R-11,933

APPLICANTS

1. Manuel Altobano
2. Octavio Esqueda
3. Felipe Flores
4. Michael McLean
5. Dwight Pilgrim Nero
6. William Powers

SENIOR SERVICES COMMISSION

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Brainard, Kay	12-31-14
Esparza, Adamelia	12-31-14
Fischer, Ron	12-31-14
Kobashigawa, Nancy	12-31-14
Madrid, Alice	12-31-14
Rowe, Nancy	12-31-14
Sweetland, Alice	12-31-14
Yu, Lourdes Villareal	12-31-14
Vacancy	12-31-14

Nine members appointed to advise and make recommendations to the City Council on matters concerning the needs of senior citizens. Terms will coincide with the term of the Mayor.

Appointed by Mayor - O-2657, 5/18/04

Service Term: 9 members 2-year terms

Meeting Schedule: Second Tuesday of each month, 9:00 a.m., at the Wilson Senior Center

Staff Liaison: Greg Barnes

Creation: 5/02/78, R-7328; R-8402; 9/14/82

APPLICANTS

1. Charlotte Batistic
2. David Harris
3. Mina Nichols
4. Joyce Pinkard
5. Donald Thibeault
6. Ruth Uridel

Community Relations Commission (CRC)

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Baxter, Mike	12-31-14
Dozier, Orlando	12-31-14
Kelly, Travis	12-31-14
Robinson, Kenneth	12-31-14
Stein, Ernest	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14

Seven members appointed to identify and advise the City Council on problems of discrimination in the community and to promote better human relations among all city residents. Terms will coincide with the term of the Mayor.

Appointed by Council -- O-2322 Part 1(A) on 12/14/93)

Service Term: 7 members, 2-year terms

Meeting schedule: Third Monday of each month, 6:00pm, City Council Chambers

Staff Liaison Luis Guereca

Creation: 10/12/61 O-722; 05/19/98 O-2467; 2/26/13 O-2863

APPLICANTS

1. Charlotte Batistic
2. Octavio Esqueda
3. Miguel Garcia
4. Paul Graham
5. Ray Guttman
6. Mina Nichols
7. Mario Quintana
8. George Sorkin
9. Jose Torres



Meeting Date: 1/7/14

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

Prepared By: Douglas Spondello, Associate Planner

Agenda Item No. P-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: December 26, 2013

TO: City Council

FROM: Ashley Golden, Interim Planning Manager
Planning Division

SUBJECT: Pre-Application Review (PZ 13-600-01) of a Request to Change the General Plan and Zoning Designations for Four Properties at the Intersection of Oxnard and Statham Boulevards. Filed by Troy Bemis on behalf of Statham Oxnard, L.P.

RECOMMENDATION

That City Council review and provide preliminary comments on a pre-application to change the General Plan and zoning designation of four properties at the intersection of Oxnard and Statham Boulevards.

DISCUSSION

The pre-application process allows City Council members an opportunity to make individual comments concerning the proposal. The Council's preliminary comments may be helpful for the applicant to refine the proposal or to determine whether entitlements should be pursued for the proposal. Comments provided by the Council on this pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, *no formal direction or decision-making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies.*

Description of the Proposal

The proposal includes changes to both the General Plan and Zoning designations for properties addressed at 2011-2095 Statham Blvd., 2100-2136 Statham Blvd., 2201 Statham Blvd., and 1600 Ives Avenue. The Application requests to amend the designation 2030 General Plan currently from *Industrial Limited* and *Business Research Park* to *Commercial:General* and the zoning designations from *Limited Manufacturing (M-L)* and *Business Research Park (BRP)* to *General Commercial Planned Development (C-2-PD)*.

The 2030 General Plan intends the Commercial General designation to create “retail centers and free-standing commercial uses along arterials, may also include office, residential uses... live/work, work/live, and mixed uses.” The properties’ location along Oxnard Blvd. and the proximity to a mix of zones, including existing C-2 zones, makes the proposed C-2-PD designation consistent with the area. According to the record of licensed businesses, the existing tenants are mostly restaurants or professional offices and are allowed uses in the BRP and C2 zones. An existing catering facility at 2081 Statham Blvd. is the only business that will become a nonconforming use when the zone is changed. The proposed commercial designation will allow more opportunities for retail and service oriented businesses but limit manufacturing uses. Within the General Commercial (C-2) zone, manufacturing is only allowed as “Clearly incidental to the retail business conducted on the premises; and provided that not more than five persons are employed in the manufacture...”

The Applicant is requesting these changes to provide for broader leasing opportunities for commercial tenants to capitalize on the properties’ proximity to Oxnard Blvd., and to reflect the character of existing developments and businesses.

1600 Ives Ave. is developed with a 9,600 square foot standalone restaurant (Liu City Buffet). 2011-2095 Statham Blvd., is developed with an approximately 15,600 square foot seven unit strip mall (Channel Islands Center). 2201 Statham Boulevard is developed with a 26,000 square foot, live-work industrial and professional office building (Oxnard Lofts). The fourth property is a 120,700 square foot unimproved lot. Upon initial review the existing buildings and site comply with the development standards of the C-2 zone; the formal application will provide a more detailed site plan in order to confirm this. The applicant does not intend to apply for a special use permit for new buildings, modify existing buildings or the sites at this time. Therefore, the applicant would only submit an application for a General Plan Amendment (GPA) and Zone Change (ZC). If that application is approved, however, any future buildings, additions, site modifications and signage would need to conform to development standards of the C-2 zone.

Issues for Consideration:

- **Consistency with Development Standards of Proposed Zones:** Upon a formal application for a General Plan Amendment and Zone Text Amendment the existing developments will be reviewed for consistency to the Development Standards (building height, setbacks, etc.) of the proposed C-2 zone.
- **Parking:** Permitted uses in the C-2 zone generally have a greater parking demand than those in the BRP and M-1 zones. Prior to approval of any C-2 uses on the subject properties, code required parking must be provided.
- **Traffic:** Uses of the BRP and M-1 zone typically have fewer customers than the retail oriented uses of the C-2 zone, but may have more employees. Conversion of structures to C-2 uses will require payment of traffic impact fees for commercial uses.
- **Conflicting Uses:** Within 1,000 feet of the subject properties there are M-1, M-L, BRP and R-2 zones. While the mix of zones could benefit one another, there is also potential for incompatibility in the future. For example, increased customer traffic to and from future retail uses may create additional traffic impacting surrounding zones.
- **Visual Impact:** The properties are along a scenic highway. Any modifications to the sites or structures must provide for quality development standards.

FINANCIAL IMPACT

None.

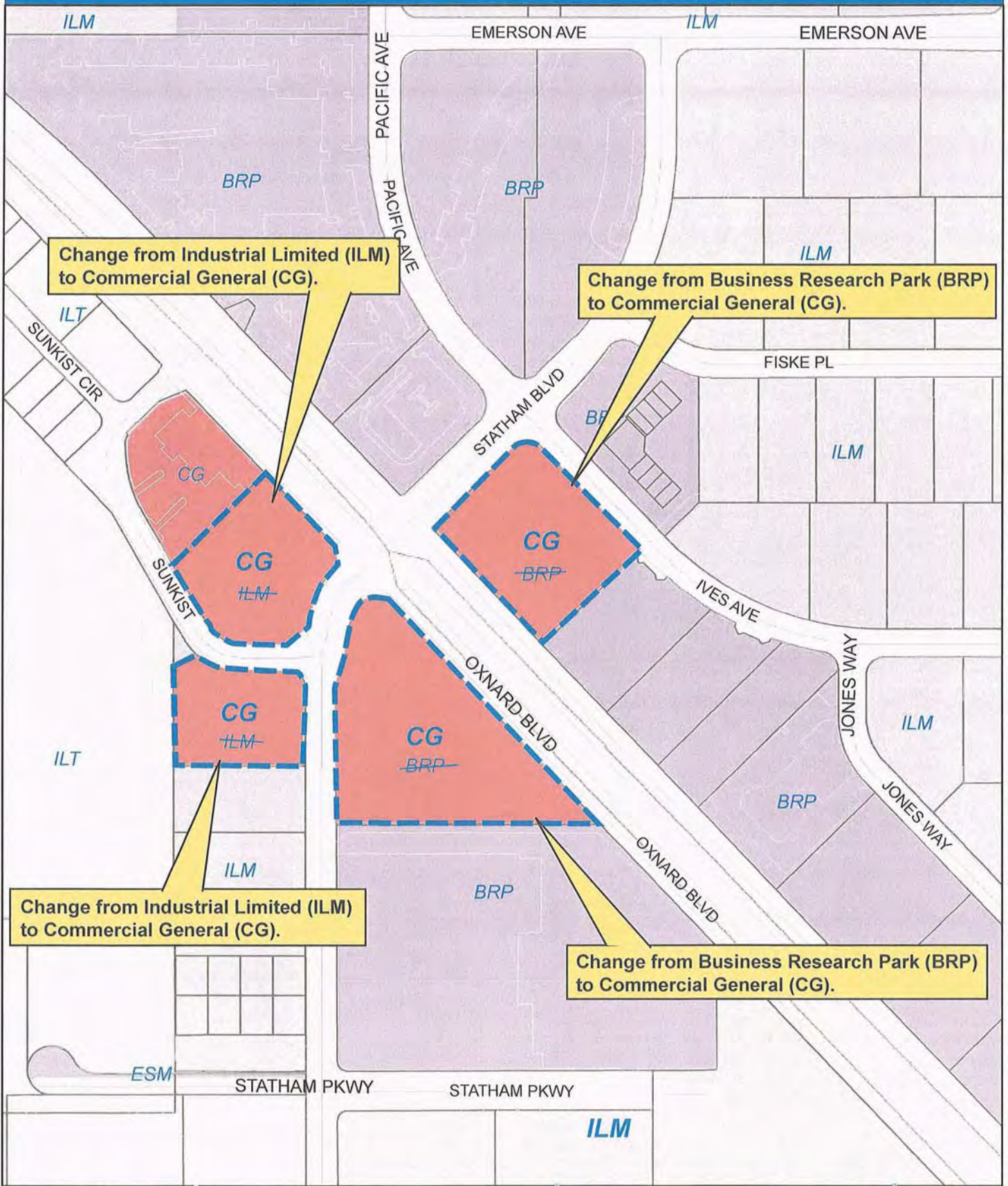
JRC/DJS

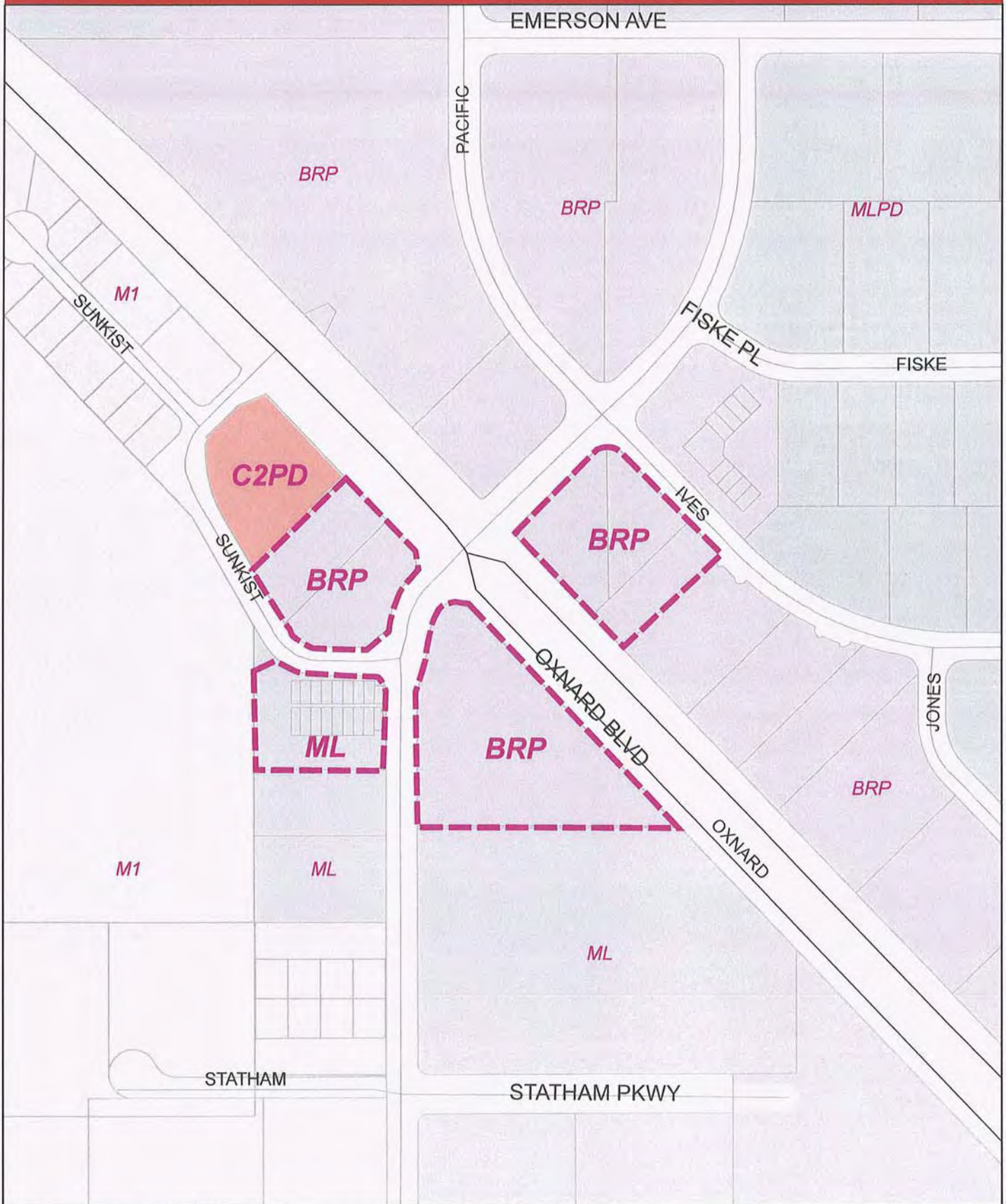
- Attachment #1 - Existing and Proposed General Plan and Zoning Maps
#2 Existing and Proposed General Plan, Zoning, and Site Description Table
#3 - Development Standards Matrix
#4 Pre-Application Letter from Troy G. Bemis

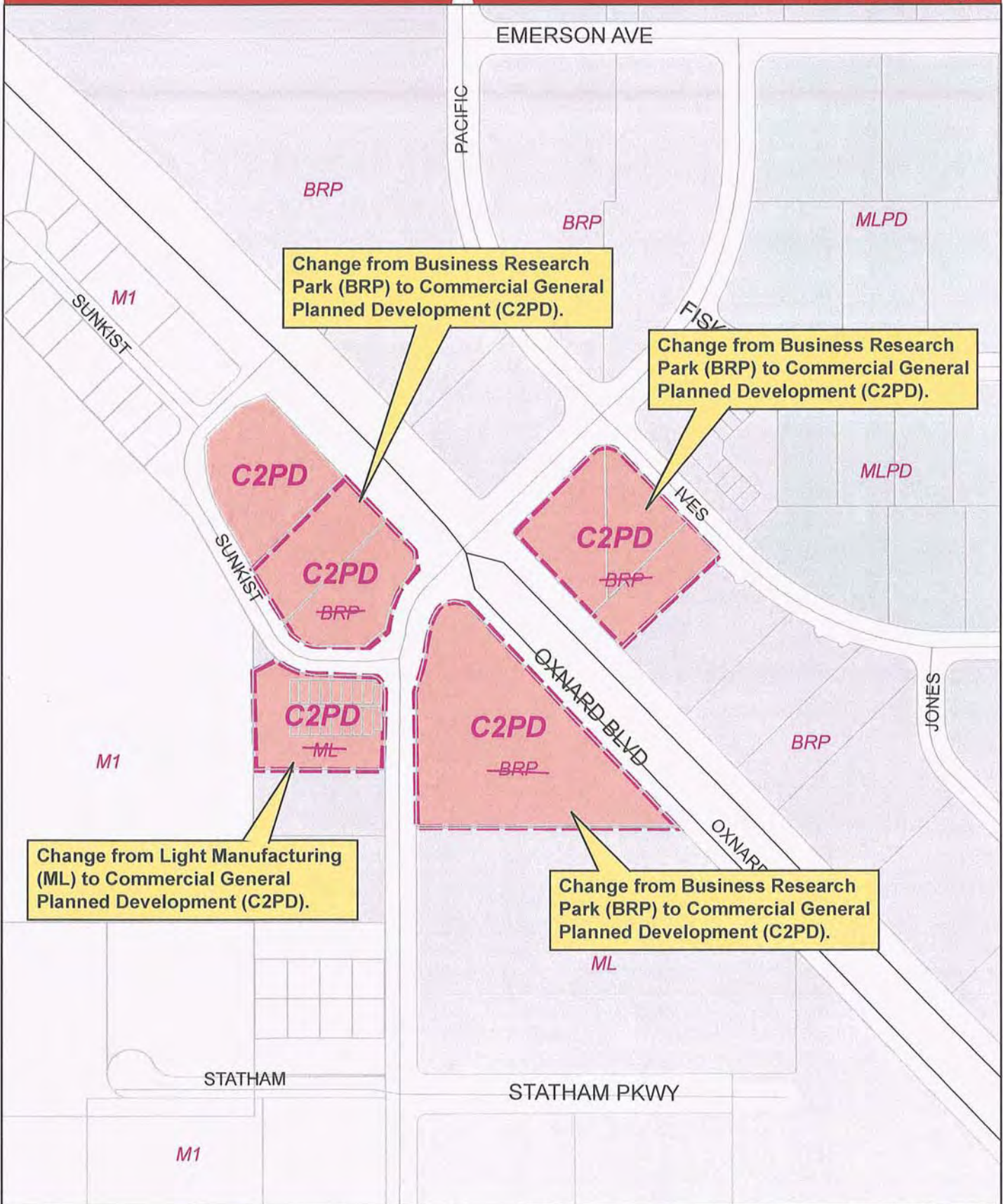
2030 General Plan Land Use



2030 General Plan Land Use Amendment







Attachment 2

Address (APN)	Existing		Proposed	
	Zone	GP	Zone	GP
2011-2095 Satham Blvd.				
Channel Islands Center-Existing Multi-Tenant Commercial				
220-0-010-175	BRP	ILM	C-2-PD	CG
220-0-010-395	BRP	ILM	C-2-PD	CG
1600 Ives Ave.				
Single-Tenant Commercial Restaurant (Liu City Buffet)				
220-0-274-015	BRP	BRP	C-2-PD	CG
220-0-274-025	BRP	BRP	C-2-PD	CG
220-0-274-095	BRP	BRP	C-2-PD	CG
2100-2136 Satham Blvd.				
Vacant Land				
220-0-010-325	BRP	BRP	C-2-PD	CG
2201 Satham Blvd.				
Live/Work Manufacturing and Professional Office Development				
220-0-350-015	M-L	ILM	C-2-PD	CG
220-0-350-025	M-L	ILM	C-2-PD	CG
220-0-350-035	M-L	ILM	C-2-PD	CG
220-0-350-045	M-L	ILM	C-2-PD	CG
220-0-350-055	M-L	ILM	C-2-PD	CG
220-0-350-065	M-L	ILM	C-2-PD	CG
220-0-350-075	M-L	ILM	C-2-PD	CG
220-0-350-085	M-L	ILM	C-2-PD	CG
220-0-350-095	M-L	ILM	C-2-PD	CG
220-0-350-105	M-L	ILM	C-2-PD	CG
220-0-350-115	M-L	ILM	C-2-PD	CG
220-0-350-125	M-L	ILM	C-2-PD	CG
220-0-350-135	M-L	ILM	C-2-PD	CG
220-0-350-145	M-L	ILM	C-2-PD	CG
220-0-350-155	M-L	ILM	C-2-PD	CG
220-0-350-165	M-L	ILM	C-2-PD	CG
220-0-350-175	M-L	ILM	C-2-PD	CG
220-0-350-185	M-L	ILM	C-2-PD	CG

Attachment 3

DEVELOPMENT STANDARD	BRP REQUIREMENT	M1 REQUIREMENT	C-2 REQUIREMENT
Min. lot area	20,000 square feet	15,000 square feet	None
Min. lot width	Interior Lots: 100 feet Corner Lots: 150 feet	Interior Lots: 100 feet Corner Lots: 150 feet	None
Min. lot depth	150 feet	150 feet	None
Max. building height	35 feet; may increase. Additional height may be requested by CUP	55 feet. Additional height may be requested by CUP	Two stories or 35 feet. May be increased by CUP.
Front yard setback	30 feet, 40 feet when abutting a thoroughfare.	10 feet, or 20 feet when adjacent to designated thoroughfares, or the proposed property line.	10 feet
Street side yard setback	Equal to height of the building unless otherwise permitted by a CUP. 100 feet minimum when abutting a residential zone	Equal to the front yard setback.	None
Side yard setback	Equal to height of the building unless otherwise permitted by a CUP. 100 feet minimum when abutting a residential zone	No side yard setback shall be required where abutting M-1 or M-2 zoning. Where abutting a residential zone the residential setback shall apply	If abutting zone is also C2 there shall be not setback. If abutting zone is not C2 there shall be a five foot setback.
Rear yard setback	20 feet	Equal to the height of the building. Minimum 30 feet if abutting a residential zone or an alley shared with a residential zone.	No rear yard setback if structure is less than 16 feet in height. Buildings over 16 feet shall require a 15 foot setback. If off an alley a ten foot setback is required.

DUCKETT-WILSON DEVELOPMENT COMPANY

11150 SANTA MONICA BOULEVARD • SUITE 780 • LOS ANGELES, CALIFORNIA 90025-3314 • (310) 478-8757

October 10, 2013

Mr. Chris Williamson, AICP
Principal Planner
City of Oxnard
214 South C Street
Oxnard, CA 93030

Re: Pre-Application Letter – Proposed Zone Change & General Plan Amendment Channel Islands Center

Dear Mr. Williamson:

With this letter, Statham Oxnard, L.P. is filing the Pre-Application and related documents covering the above referenced strip center located at 2011-2095 Statham Boulevard in Oxnard, along with the neighboring mixed use creative office/loft project and open land site. Our application for these changes is based upon the following:

1. The changes are consistent with the intent of the existing development as a highway oriented commercial strip center;
2. The changes are in the best interests of the project as it will give the owner the ability to lease the existing building/land to permitted uses consistent with a commercial strip center;
3. The changes are in the best interests of the City of Oxnard and community at large as they allow the highest and best uses to the benefit of the citizens and customers of the trade area, while increasing the municipal retail sales tax base;
4. The changes will complement and enhance the City of Oxnard in it's replanning of Oxnard Boulevard;
5. The changes will have a long term beneficial impact on the project, community and immediate trade area.
6. Our business model is based upon a long term hold and manage strategy, and we expect these changes to directly and positively impact the success of this project for at least the next 20 to 30 years.

Thank you for your consideration, and we look forward to appearing before City Council and expressing our desire to move forward with the formal applications and filing fees.

Statham Oxnard, L.P.



Troy G. Bemis, General Partner

- c. Scott Smigel, Lansco Properties, inc (Land Site)
Dan Long, Cordes Co. (Creative Office & Loft Project)
Steve McCoy, Halama LLC (City Buffet Property)

ATTACHMENT 4

PAGE 1 OF 1

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
November 19, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:00 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; Stephen Fischer, Interim City Attorney and Martin Erickson, Deputy City Manager. At 5:03p.m., Councilmember Perello left the meeting due to a possible conflict of interest.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Steve Nash.

C. CLOSED SESSION

At 5:07 p.m. the City Council recessed to a closed session, instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., regarding the price and terms of payment for the purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

At 6:01 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced instructions were provided to negotiators.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Michael Henderson, General Services Manager; Lou Balderrama, City Engineer; Todd Housley, Environmental Resources Manager; Anthony Emmert, Water Resources Manager; Chris Williamson, Principal Planner; Terrel Harrison, Recreation Supervisor/PAL Co-Director; and Gregory Barnes, Interim Recreation Supervisor.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating November 2013 as Family Care Givers Month.

DISCUSSION: Mayor Flynn provided a proclamation to Tammy Glenn, Executive Director Caregivers, who commented on the importance of in-home Caregivers Program and the need for volunteers.

2. SUBJECT: Ryan Gallagher, Vice President of the Ventura County Chapter of the American Public Works Association, will present a plaque to the City of Oxnard for its Advanced Water Purification Facility located on South Perkins Road.
DISCUSSION: Mr. Gallagher presented a plaque to Lou Balderrama, City Engineer, for Advanced Water Purification Facility project of the year due to the complexity of the project. Mayor Flynn commented on the work to complete this facility.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove agenda items (J-2) & (K-2).

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Larry Stein; Ben Moss; Marybeth Ramirez; Jose Ramirez; Olivia Ortiz; Antonio Ramirez; Lydia Rivera; Soma Armedia/Grace Watson; Francisco Rangel; Juan Rangel; Gloria Roman; Karen Martin; Christina Mottar; Steve Nash; William Terry; Greg Runyon; Morey Navarro; Pat Brown; Daniel Lechlitter; Dan Pinedo; Juan Delgado; Orlando Dozier and Patrick Barrios.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

At 7:23 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

City Manager Department

1. SUBJECT: Review the Campus Park Master Plan.

RECOMMENDATION: Receive the verbal report and provide direction to staff.

DISCUSSION: The General Services Manager reviewed the proposed master plan for Campus Park including placement of restrooms, estimated building costs, current master plan costs; neighborhood input; cost of proposed baseball fields at Oxnard College Park; fencing and parking; and airport restrictions. The Recreation Supervisor/PAL Co-Director commented on demand for youth football fields.

Public comments were received from: Claudia Lozano; Larry Stein; Jim Heasley; Gloria Postel; Wilhert Quinones; Noah Rodriguez; Jose Aldrete; Luis Aguayo; Jose Reveles; Alberto Chavez; Delia Aldrete; Pat Brown; Karen Martin; Nadia Herrera; Elizabeth Wolfel; Abel Magana; William Terry; Steve Fleischer; Dario Avevalo; Karina Zamarripa; Ben Moss; Rosanne Moss; Steve Nash; and Joey Lopez.

The Council discussed: the current condition of Campus Park; cost of the proposed Campus Park Master Plan; funding costs of a pool; repairs of former gym and North/South wings; community involvement/participation in the process; use of the proposed football field; need for more information regarding having botanical garden; removal of gophers; and airport restrictions.

ACTION: Move that staff review: placing a swimming pool and botanical garden at campus park; making the park plan more compatible with the local neighborhood and airport; keeping proposed restroom facilities, basketball courts and tot equipment, (Flynn/Ramirez). Ayes: Flynn and Ramirez. Noes: Padilla and Perello. Motion failed.

Move that staff review: 1) placing a pool on site; 2) replace the proposed football field site with a botanical garden; 3) proposed plan being compatible with local neighborhood and airport; and 4) financial feasibility of the proposed plan. (Padilla/Perello) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

At 10:48 pm, Councilman MacDonald returned to the meeting.

Public Works Department

2. SUBJECT: United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
ACTION: Removed from agenda

K. REPORTS

Development Services Department

1. SUBJECT: Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation. (001)
RECOMMENDATION: Receive and file a report reviewing the sequence of California Environmental Quality Act (CEQA) documents and actions related to NECSP EIR mitigation measure PS-1, construction of a fire station.
ACTION: Removed from agenda.

Public Works Department

2. SUBJECT: Groundwater Recovery Enhancement and Treatment (GREAT) Program Report. (043)
RECOMMENDATION: 1) Receive a report on the GREAT Program and provide direction to staff regarding next steps; and 2) Approve a special budget appropriation to reflect current project priorities and establish new accounts for financial management of the various projects in the GREAT Program with no net increase to total funding.
ACTION: Removed from agenda

L. PUBLIC COMMENTS ON REPORTS

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Clerk Department

1. SUBJECT: Appointments of Citizen Advisory Groups and Measure O Citizen Oversight Committee. (047)

RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness; (b) One member to the Senior Services Commission; 2) That the City Council appoint: (a) One member to the Community Relations Commission; and, 3) That Councilmember Perello appoint, with approval of Mayor and City Council: (a) One member to the Measure O Citizen Oversight Committee.

ACTION: Continue part 1 and 2 of the recommendation and moved to appoint Deirdre Frank to the Measure O Citizen Oversight Committee (recommendation part 3 only). (Perello/Padilla)

Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (053)

RECOMMENDATION: Receive a presentation on the status of the City's debt.

ACTION: Removed from agenda

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Engineer (S-1(d)) & (S-4); Principal Planner (S-2); Water Resources Manager and Interim City Attorney (S-3); Interim Recreation Supervisor (S-7); and Interim Public Works Director (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-4); William Terry (S-2); George Miller (S-2); and Daniel Lechlitter (S-2).

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (057)

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.

Development Services Department

2. SUBJECT: Resolution Authorizing the City Manager to Submit an Application for California Coastal Commission Local Coastal Program (LCP) Update Grant. (061)

RECOMMENDATION: Adopt **Resolution No. 14,444 and 14,445** authorizing the City Manager to submit either a grant application for not more than \$200,000 to prepare a LCP sea-level rise adaptation chapter, or an alternative grant application for not more than \$50,000 to prepare a coastal energy facility resource study as a component of a comprehensive LCP update.

Public Works Department

3. SUBJECT: Amendment No. 3 to the Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline. (067)
RECOMMENDATION: Approve and authorize the Mayor to execute Amendment No. 3 to the Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline (A-5284).
4. SUBJECT: Project Specification PW14-06 Rose Avenue and Raiders Way Water Main Replacement and Improvement Project. (141)
RECOMMENDATION: 1) Approve Project Specification No. PW14-06 for the design and construction of a 12-inch water main replacement on Rose Avenue from Gary Drive to East Channel Islands Boulevard, pavement reconstruction of the median and intersection of Rose Avenue at Raiders Way, and authorize staff to solicit bids for the project; and 2) Approve a Special Budget Appropriation of \$550,000 in the Cast Iron Pipe Replacement Program to establish the Rose Avenue and Raiders Way Water Main Replacement and Improvement Project.
5. SUBJECT: Second Reading of **Ordinance No. 2875** Pertaining to Amendments to the City Code Regarding the Sewer Use Ordinance. (145)
RECOMMENDATION: Second reading and adoption.
6. SUBJECT: Second Reading of **Ordinance No. 2876** Pertaining to Amendments to the City Code Regarding the Storm Water Quality Management. (157)
RECOMMENDATION: Second reading and adoption.

Recreation and Community Services Department

7. SUBJECT: Senior Services Contribution Awards to Agencies. (179)
RECOMMENDATION: 1) Approve the Senior Services Commission's (SSC) recommended distribution of \$44,600 from the General Fund for Senior Services Contribution Awards to eleven agencies providing services to seniors; 2) Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards; 3) Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient in the format set forth in the attachment #2; and 4) Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

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

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager reviewed the transition progress including purchasing of equipment, hiring of personnel and timeline.

The Council commented on the transition progress including hiring timeline and a community education program.

ACTION: Received information and provided comments.

The Interim City Manager announced that an Affordable Housing and Rehabilitation workshop would be held at the Oxnard Performing Arts Center for residents looking to become first-time homebuyers.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Typhoon Haiyan in Philippines; Measure "O" funding of infrastructure needs; communications with Ventura County Police departments during recent Materials Recycling Facility incident; supporting Oxnard College; selection process of the City Manager; future "water" use costs; community involvement and communications (regarding violence in the community); and a letter requesting "settlement funds" due to Halaco site being located in Oxnard.

T. ADJOURNMENT

At 11:53 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

December 3, 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; Stephen Fischer, Interim City Attorney and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:04 p.m., Councilmember Perello left meeting due to possible conflict of interest. At 5:04 p.m. the City Council recessed to give instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, regarding the price and terms of payment for the purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

At 5:57 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:08 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency, Housing Authority, Financing Authority and Parking 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 with all members of the Council present. Additional staff members present were: James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Jason Benites, Assistant Police Chief; William Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Anthony Emmert, Water Resources Manager; Kymberly Horner, Interim Redevelopment Services Manager; Todd Housley, Environmental Resources Manager; Martin Erickson, Deputy City Manager; and Lou Balderrama, City Engineer.

E. CEREMONIAL CALENDAR

ITEMS REMOVED FROM AGENDA

The Council concurred to remove (S-6) from agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Socorro Estrada; Mary Herrera; Dianne Aucutt; Ben Cohen; William Terry; Franz Lopez; Miguel Lopez; Alberto Garcia; Larry Stein; Gary Blum and Elias Banales.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim City Manager and Chief Financial Officer (S-11).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Armida Monares (S-11) and Danny Carrillo (S-11).

S. INFORMATION/CONSENT AGENDA

11. **SUBJECT:** Memorandum of Understanding with the Service Employees International Union, SEIU, Local 721, CLC. (455)

RECOMMENDATION: 1) Adopt **Resolution No. 14,448** ratifying and implementing a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, SEIU, Local 721, CLC commencing January 1, 2013, and expiring on June 30, 2018; and 2) Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

DISCUSSION: The Interim City Manager and Chief Financial Officer commented on the calculations of the MOU.

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

City Clerk Department

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for October 8, 15 and 22, 2013. (229)

RECOMMENDATION: Approve.

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

N. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS**City Manager Department**

1. **SUBJECT:** 2014 Meeting Schedule for Legislative Bodies. (217)

RECOMMENDATION: That City Council meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS**; September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.

DISCUSSION: The Council discussed the proposed schedule and possibility of adding special meetings if necessary.

Public comments were received from: Larry Stein.

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

HOUSING AUTHORITY/PARKING AUTHORITY

At 7:23 p.m. the joint meetings with the Housing Authority and Parking Authority concluded.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on "Notice of Public Hearing" and that no written communications were received.

Public Works Department

1. SUBJECT: Award of Contract for PW03-18 Hueneme Road Widening Improvement Project. (019)
RECOMMENDATION: Council hear testimony and consider evidence from Los Angeles Engineering Inc. related to their safety record and determine if Los Angeles Engineering Inc. is deemed 'Responsible' to perform work as specified in PW03-18 for the Hueneme Road Widening Improvement Project. OPTIONS: 2) If Council determines that Los Angeles Engineering Inc. is non-responsible, authorize staff to prepare the contract documents to award the contract to the next lowest responsive and responsible bidder, and assuming Council makes such a finding, approve and authorize the Mayor to execute Contract No. A-7630 with Granite Construction Company, in the amount of \$2,301,268.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project.
DISCUSSION: The City Engineer reviewed: the use of an on-site inspector; project safety; and bid process.

Jeff McDermott, (L.A. Engineering) Project Manager, reviewed the bidding process, qualifications of L.A. Engineering and requested selection of his company.

Public comments were received from: Ralph Valenzuela; Dan Pinedo; David Palines; William Terry; Jose Garcia; Larry Stein and Erin O'Brien

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

DISCUSSION: The Interim City Attorney and Interim Public Works Director discussed the State requirements for safety and the bidding process.

The Council discussed: possible options; funding of project; and construction requirements of the project.

ACTION: Moved that Los Angeles Engineering Inc. is not responsible and select Granite Construction Company as the responsible low bidder. (Ramirez/Perello) Ayes: MacDonald, Perello, Flynn and Ramirez. Noes: Padilla.

J. APPOINTMENT ITEMS

1. **SUBJECT:** United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
DISCUSSION: Michael Solomon, General Manager of United Water Conservation District, outlined: 1) the United Water Conservation District; 2) projected future “water” project(s) costs; 3) State regulations; 4) use of ground water; and 5) future use of recycled water.

Public comments were received from: Larry Stein; Steve Nash; Pat Brown; William Terry and Gloria Roman.

The Council discussed: future funding needed for water projects; needed “water education” of the public and the use of ground water.

The Interim Public Works Director stated a future “GREAT Program” report would answer some of the questions of the Council.

ACTION: Received the report.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**Finance Department**

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending October 31, 2013. (001)
RECOMMENDATION: Approve Report.
ACTION: Continue to future date.

L. PUBLIC COMMENTS ON REPORTS**K. REPORTS****Public Works Department**

1. **SUBJECT:** Agreement for Waste Disposal at the Simi Valley Landfill between the City of Oxnard and Waste Management of California (WMC), Incorporated. (179)
RECOMMENDATION: Authorize the Mayor to execute an Agreement for Waste Disposal at the Simi Valley Landfill with Waste Management of California, Incorporated (WMC) (A-7618) for an estimated annual amount of \$4,469,400 based on 130,000 tons disposed per year.
DISCUSSION: The Environmental Resources Manager reviewed the recent negotiations, calculations of moving materials to different sites and information to use Chiquita Land-Fill.

Comments were received from: Steve Cassulo, Chiquita Land-Fill; and Scott Tignac, Simi Valley Landfill.

The Council discussed: changes in the proposed contract; competition of other land-fill sites; proposed “exit” time period; possible use of Chiquita Land-Fill.

ACTION: Approved with changes to proposed contract (rate cost, option to deliver waste to another facility and 60 day exit notice) and direction to staff (MacDonald/ Ramirez). Ayes: Padilla, Flynn, Ramirez and MacDonald. Noes: Perello.

P. PUBLIC COMMENTS ON STUDY SESSION

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (221)

RECOMMENDATION: Receive a presentation on the status of the City's debt.

DISCUSSION: The Chief Financial Officer outlined the City's bond ratings; how bonds are rated within different funds (water, waste water, solid waste, general fund); comparison of other cities; amount of City's debt service amount and debt management.

Public comments were received from: Larry Stein and William Terry.

The Council discussed: community job growth; City's bond rating; reasons to refinance bonds, and educational growth of the community.

ACTION: The City Council provided comments and directions to staff.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: General Services Manager (S-2b), (S-3) & (S-4); Housing Director (S-3); Water Resources Manager (S-4); and Fire Chief (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-3), (S-4) & (S-11); and Pat Brown (S-3) & (S-8).

S. INFORMATION/CONSENT AGENDA

Development Services Department

6. SUBJECT: Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption Agreements Between RiverPark A, L.L.C. and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036. (399)
RECOMMENDATION: Removed from agenda.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (267)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

At 11:51 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

3. SUBJECT: Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects. (271)
RECOMMENDATION: Removed from agenda.

At 11:58 p.m., Councilman MacDonald returned to the meeting.

4. SUBJECT: Agreements for On-Call Soils and Material Testing and Inspection Services. (275)
RECOMMENDATION: Approve and authorize the Interim City Manager to execute the four Professional Services Agreements for On-Call Soils & Material Testing and Inspection Services to be provided by Fugro Consultants, Earth Systems, BTC Lab Vertical Five and Leighton Consulting (6387-13-CM, 6388-13-CM, 6389-13-CM and 6396-13-CM), each in an amount not to exceed \$250,000.

Development Services Department

5. SUBJECT: Approve Easement Deed to County of Ventura for Santa Clara Avenue Parcel. (393)
RECOMMENDATION: Approve and authorize the Mayor to execute the easement deed for 0.669 acres at Santa Clara Avenue north of Auto Center Drive for public road and related purposes to the County of Ventura.

Fire Department

8. SUBJECT: State Homeland Security Grant. (443)
RECOMMENDATION: Approve a special budget appropriation and recognize grant revenue in the amount of \$53,833 from the Federal Department of Homeland Security and subgranted through the State of California for Hazardous Material Response, Urban Search and Rescue (USAR) and Community Emergency Response Team (CERT) training.
9. SUBJECT: Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency for \$895,000 in Assistance to Firefighters Grants Program (AFG) Grant Funds. (447)
RECOMMENDATION: Adopt **Resolution No. 14,446** authorizing: 1) The City Manager to submit three grant applications totaling \$895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for Urban Search and Rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel; 2) The City Manager to execute the grant agreement if grant funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Human Resources Department

10. SUBJECT: Safe Harbor Provision of the Affordable Care Act. (451)
RECOMMENDATION: Adopt **Resolution No. 14,447** the Safe Harbor Provision.

Public Works Department

12. SUBJECT: First Amendment to Purchase Order No. 4203 with Kemira Water Solutions for the Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant. (509)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2013 to October 16, 2014, and adding \$432,000 to the amount, increasing the total from \$482,790 to \$914,790.

13. SUBJECT: Special Budget Appropriation for Water System Improvements for the Ventura Boulevard Improvement Project Specification No. 12-14. (513)

RECOMMENDATION: Approve a Special Budget Appropriation of \$314,000 from the Water Operating Capital Outlay Fund to the Ventura Boulevard Improvement Project for Water Improvements.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY/ FINANCING AUTHORITY

At 12:27 a.m. the joint meetings with the Community Development Successor Agency and Financing Authority concluded.

M. 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.
ACTION: Continue to future date.
2. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager briefly commented on the transition.
ACTION: Continue to future date.

N. CITY COUNCIL/ BUSINESS/COMMITTEE REPORTS

2. SUBJECT: City Manager Recruitment Process Update. (Mayor Flynn)
DISCUSSION: The Council discussed the proposed recruitment brochure and timeline.

Public comments were received from: Larry Stein.

The Interim City Attorney confirmed changes to the recruitment brochure.

ACTION: The City Council directed changes of the brochure to the Interim City Attorney.

T. ADJOURNMENT

At 12:31 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
December 10, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:03 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; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Karl Lawson, Compliance Services Manager; Police Commander Greg Hebert and Todd Housley, Environmental Resources 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 Cub Scout Pack 3251 Wolf Den (Chad Shoemaker Wolf Den Leader; Logan Shoemaker; Jacob Edmonds; Nathan Lopez; and Gabriel Lopez), followed by a moment of silence.

E. CEREMONIAL CALENDAR

1. SUBJECT: Visitor From the North Pole.
DISCUSSION: Santa Claus provided a proclamation to the City Council and wished a Merry Christmas to the community.
2. SUBJECT: Employee of the Fourth Quarter.
DISCUSSION: The Police Chief explained the work and recognition of Officer Scott Matalow. Police Officer Matalow commented on the work of his co-workers and thanked the Council for the recognition.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove items (K-2), (K-3), (K-4) and (N-1) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public were received from the following individuals: William Terry; Margaret Cortese; Larry Stein; Ed Ellis; Lucy Cartagena; Mike Barber; Eileen Tracy; Theadora Daritt-Cornyn; George Sorkin; Miguel Espinosa; Harold Ceja; Patricia Moran; Elliott Gabriel; and Lee Cobb.

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and one written communications was received.

Housing Department

1. SUBJECT: Extremely-Low to Low-Income Needs Assessment – FY 2014-2015 Annual Action Plan, Second Annual Plan Component of the FY 2013-2018 Consolidated Plan. (025)
RECOMMENDATION: Conduct a first public hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons, residing in the City of Oxnard, for affordable housing, community development and homelessness.
DISCUSSION: The Housing Director reviewed the public hearing process; 2014-2015 Annual Action Plan schedule; types of grants being discussed; funding reductions; fund use restrictions; and public/nonprofit organizations input.

The Compliance Services Manager commented on housing repair program (focusing on health and safety issues) and set-a-side funds.

Public comments were received from the following individuals: Berry Mullen; Lee Cobb; Mayle Alonso; Sampson Brue; Tatuna Velasquez; Timothy Hockett; Eileen Tracy; Rick Barnes; Juliana Ramirez; Leticia Sandoval; Ellen Johnson; Tina McDonald; Larry Stein; Francine Castanon; Ron Mulvihill; Karol Schulkin; Jessy Tapia; and Victor Rodriguez.

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

DISCUSSION: The Council discussed: needs of the City; the types of programs provided by City; priorities needs of individuals; reduction of funding and inquired about the practices of other communities.

ACTION: The Council received the Second Annual Plan and provided comments to staff.

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

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

Development Services Department

1. SUBJECT: Fifth Amendment to the RiverPark Development Agreement No. A-6128 (PZ Nos. 13-670-02, 13-670-03, and 13-670-04). (019)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption **Ordinance No. 2877** approving the Fifth Amendment to the RiverPark Development Agreement No. A-6128 (PZ Nos. 13-670-03), between the owners of the RiverPark Project and the City of Oxnard, and authorize the Mayor to execute the Fifth Amendment to the RiverPark Development Agreement after the second reading of the ordinance.

The Development Services Director commented on the adjustment of fees within the RiverPark area; past development amendments; parking solutions; construction of schools; the collection of development fees; master development credits and affordable housing requirements.

At 8:48 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 9:02 p.m., Mayor Flynn returned to the meeting and presided.

The Interim City Attorney reviewed the need of development amendments when several developers are involved. The Interim Public Works Director commented on use of traffic impact fees.

Public comments were received from the following individuals: William Terry; Orlando Dozier; Larry Stein; Pat Brown; Tony Talamante; Todd Temanson; and Brandon Reinhardt.

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

DISCUSSION: The Council discussed: the development of RiverPark including affordable housing units, parking and traffic; use of traffic impact fees; approved amendments; the development of parking requirements; building credits and development fee agreements.

ACTION: Moved to approved only Sonata at Riverpark Partners fifth amendment (PZ 13-670-03 affordable housing development) (Padilla/Perello) Ayes: Padilla, Perello and Flynn. Noes: MacDonald and Ramirez.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Housing Director (S-3); General Services Manager (S-3); Police Chief (S-2a); Police Commander Hebert (S-2a); Commander Meyer (S-2a); and Deputy City Manager (S-2a).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-3); Francine Castanon(S-3); William Terry (S-3); and Pat Brown (S-2a); (S-3) & (S-4); Abel Magana (S-4); Elizabeth Wolfel (S-4); and Gloria Roman (S-2).

S. INFORMATION/CONSENT AGENDA

At 10:21 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

3. SUBJECT: Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects. (101)

RECOMMENDATION: Approve a special budget appropriation reprogramming \$300,000 of CDBG funding to the Campus Park Gymnasium Project No. 137401 for the remodel of the North Wing.

ACTION: Moved to table this item and provided comments to staff (Perello/Padilla) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

At 10:47 p.m., Councilman MacDonald returned to the meeting.

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for November 5, 2013; and Minutes of the Special Meeting of the Oxnard City Council for November 6 and 12, 2013. (089)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (099)
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.*

Police Department

4. SUBJECT: Second Amendment to Agreement for Security Services in the Central Business District Core Area and Oxnard Downtown Management District. (105)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Trade Services with Securitas Security Services USA, Inc. (A-7362) to extend the term one year to December 31, 2014, for a total agreement value of \$1,260,000.

Public Works Department

5. SUBJECT: Purchase Order No. 4698 with Quinn Company for the Acquisition of Heavy-Duty Equipment for the Del Norte Regional Recycling and Transfer Station. (111)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Purchase Order No. 4698 with Quinn Company in the amount \$875,426.11 for the acquisition of heavy-duty equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation (SBA) in the amount \$875,426.11 from the Solid Waste Operating Fund to the Del Norte Facility Start-Up Equipment Acquisition Project No. I63001.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Padilla/Perello)
Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. *Noes: Ramirez (S-2A) only.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive a verbal report.
DISCUSSION: The Environmental Resources Manager briefly updated on transition actions including hiring of personnel, marketing of recyclables, equipment needs and community outreach.

The Council discussed: hiring of current employees and transition budget.

Public comments were received from: Pat Brown and Darlene Miller.

ACTION: Received update of information.

The Interim City Manager commented that WiFi connection was now available in the Council Chambers.

N. CITY COUNCIL/BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Presentation on the Business Assistance and Economic Development Program. (Mayor Flynn)

DISCUSSION: The Council discussed when "information" should be made available to the public and Councilmembers for review.

Mayor Flynn stated this item would return in the future for Council and public review.

Public comments were received from: Larry Stein.

ACTION: Continued to future date.

The Council discussed: upcoming Policy Committee meeting; 2013 Oxnard Christmas Parade; funding of local arts programs; accepting applications for the Youth Commission; and follow-up on the possible Life-Line Program. .

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending October 31, 2013. (001)

RECOMMENDATION: Receive Report.

ACTION: Remove from agenda.

J. APPOINTMENT ITEMS

K. REPORTS

Public Works Department

1. SUBJECT: Groundwater Recovery Enhancement and Treatment (GREAT) Program Report. (035)

RECOMMENDATION: 1) Receive a verbal report on the GREAT Program and provide direction to staff regarding next steps; and 2) Approve a special budget appropriation (SBA) to reflect current project priorities and establish new accounts for financial management of the various projects in the GREAT Program.

ACTION: Remove from agenda.

Development Services Department

2. SUBJECT: Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation. (039)

RECOMMENDATION: Receive and file a report reviewing the sequence of California Environmental Quality Act (CEQA) documents and actions related to NECSP EIR mitigation measure PS-1, construction of a fire station.

ACTION: Remove from agenda.

Housing Department

3. SUBJECT: Receive a Verbal Report on the 2012 activities of the Mobilehome Park Rent Review Board.
RECOMMENDATION: Receive a verbal report.
ACTION: Remove from agenda.

City Manager Department

4. SUBJECT: Receive a Verbal Report on the Oxnard Alliance for Community Strength.
RECOMMENDATION: Receive a verbal report.
ACTION: Remove from agenda.

L. PUBLIC COMMENTS ON REPORTSO. STUDY SESSIONFinance Department

1. SUBJECT: Fiscal Year 2012-13 Preliminary Year-End Financial Update and General Fund Projection for Fiscal Year 2013-14. (081)
RECOMMENDATION: Receive a preliminary year-end update for Fiscal Year (FY) 2012-13 and General Fund projections for FY 2013-14.
ACTION: Remove from agenda.

P. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 11:53 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Special Meeting

July 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 12:58 a.m., the special 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; Grace Magistrale Hoffman, Deputy City Manager; Stephen Fischer, Assistant City Attorney and Jeri Williams, Police Chief.

B. PUBLIC COMMENT

C. CITY COUNCIL BUSINESS

SUBJECT: Designation of Acting City Attorney.

RECOMMENDATION: Designate Stephen M. Fischer as Acting City Attorney effective July 18, 2013, until City Council appoints a permanent or interim City Attorney.

DISCUSSION: The Council discussed appointing Mr. Fischer to the position of Acting City Attorney.

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

D. ADJOURNMENT

At 1:07 a.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Special Meeting

December 2, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:36 p.m., the special meeting of the Oxnard City Council convened in the Oxnard Performing Arts and Convention Center, Ventura Room, 800 Hobson Way. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. Councilmember Bert Perello was absent. The City Clerk stated that the agenda was posted on Wednesday in the City Clerk's Office and OPAC. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Danielle Navas, City Treasurer; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; Barbara Murray, Library Director; William Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Rahsaan Tilford, Deputy City Attorney; Christina Aerenlund, Public Information Officer; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Sofia Balderrama, Management Analyst; Kymberly Horner, Interim Redevelopment Services Manager; Efren Gorre, Youth Development Manager; Terrel Harrison, Recreation Supervisor/PAL Co-Director; Jan Perkins, Management Partners (facilitator); and Kevin Duggan, City/County Management Association (facilitator). At 5:41 p.m., Councilmember Perello was present.

B. PUBLIC COMMENT

The following individuals were present at the meeting, several participated and many provided comments at working discussion tables: Pat Brown; Juan Delego; Ed Ellis; Steve Fleischer; Steve Nash; Dan Pinedo; Barbara Pinedo; Gloria Roman; Larry Stein; William Terry; Eileen Tracy; Mary Tolian; Mike O'Malia; Debra O'Malia; Susan Smith; Alice Madrid; Gabriela Rodriguez; Robert Jeffery; Karl Harris; Abel Padilla; Tom Nielsen; Ralph James; Joe Avelar; Sandra Montecalvo; Barbara Zahn; Irene Rauschauberger; Jackie Tedeschi; Oneita Hirata; Doris O'Connell; Mina Nichols; Paul Montgomery; Julie Pena; George Corkin; Theadora Daritt-Cornyn; Jason Zaragosa; E.J. MacGarvey; and Conrad Alvarez.

- C. STUDY SESSION – Ethics Workshop Part II: This Special Meeting was an Ethics Workshop to be conducted in the following format: (1) Welcome, (2) Introduction of Facilitators, (3) Review of Workshop Agenda, (4) Introduction to Ethics, (5) Discussion Relating to Shared Interests and Difference in the Community, (6) Community Comments on the Values and Behaviors Discussed by the Council and Executive Staff, (7) Ways the Community Can Help Foster Core Ethical Values, (8) Next Steps and Evaluation.

DISCUSSION: The facilitators outlined the agenda, guidelines, objectives and discussed several aspects of ethics. The Council and members of the public were divided into several groups to follow-up the several ethical topics, questions and responses to the workshop of November 6, 2013.

ACTION: The City Council received information from the public and provided comments at the meeting at the end of the meeting.

D. ADJOURNMENT

At 7:53 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
December 3, 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, Housing Authority, Financing Authority and Parking Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and 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; Stephen Fischer, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, 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

L. PUBLIC COMMENTS ON REPORTS

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for November 5 and 19, 2013. (229)

RECOMMENDATION: Approve.

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

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTSCity Manager Department

1. SUBJECT: 2014 Meeting Schedule for Legislative Bodies. (217)

RECOMMENDATION: That Community Development Commission Successor Agency meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS**; September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.

DISCUSSION: The Commissioners discussed the schedule and adding special meetings if necessary.

Public comments were received from: Larry Stein.

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

HOUSING AUTHORITY/PARKING AUTHORITY

At 7:23 p.m. the joint meetings with the Housing Authority and Parking Authority concluded.

M. REPORT OF EXECUTIVE DIRECTOR

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 to future date.

O. STUDY SESSIONP. PUBLIC COMMENTS ON STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDACITY COUNCIL/FINANCING AUTHORITY

At 12:27 a.m. the joint meeting with the City Council and Financing Authority concluded.

T. ADJOURNMENT

At 12:27 p.m., the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
December 10, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

RAFT



Meeting Date: 01/07/2014

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-2Reviewed By: City Manager *mmk*City Attorney *SMF*Finance *JC*

Other (Specify) _____

DATE: December 27, 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 01/07/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
01 Original Agreement	Police Department Scott Hebert	Summit Security Services Inc. Agreement No. 6454-13-PO	Background Investigation Services On October 16, 2013 a request for proposal was conducted for Police Background Investigative Services. Three vendors submitted proposals and Summit Security Services met the requirements and needs of the Police Department. It is the recommendation of the Department that a one (1) year contract not to exceed \$80,000, with the possibility of two (2) additional one (1) year extensions be offered to Summit Security Services, Inc. Total Contract Amount: \$80,000 FundingSource: 101 - General Fund	\$80,000
A Original Agreement	Public Works Anthony Emmert	Western Municipal Water District Agreement No. 6415-13-PW	Participation in the FreeSprinklerNozzles.com Program Approval to enter into an Memorandum of Understanding to participate in the FreeSprinklerNozzles.com landscape water conservation program developed and administered by Western Municipal Water District. The Agreement is fully-refundable by Metropolitan Water District. Total Contract Amount: \$60,000 FundingSource: Water Operating Funds	\$60,000
B Purchase Order	General Services - Parks and Public Grounds Michael Henderson	Nilfisk-Advance Inc. Purchase Order No. 1419	Purchase of Rider Sweeper for College Park Purchase of a rider sweeper for maintenance of College Park. This equipment will help sweep garbage and debris from the parking lots, perimeter roads, and open spaces in an efficient manner. Funding from Measure O funds was previously approved by the City Council on January 11, 2011. This purchase is being recommended through a California Municipal Award Schedule (CMAS) bid process, Contract No. 4-07-23-0019A. Total Contract Amount: \$47,231 FundingSource: Measure "O"	\$47,231
C Purchase Order	General Services - Parks and Public Grounds Michael Henderson	Tennant Sales & Service Company Purchase Order No. 1421	Purchase of Sweeper/Scrubber for College Park Purchase of a rider scrubber for maintenance of College Park. This equipment will help clean leaf stains, spills, and bird droppings off the concrete and other hard surfaces in the picnic areas, reservation area, and sidewalks in an efficient manner. Funding from Measure O funds was previously approved by the City Council on January 11, 2011. This purchase is being recommended through a federal GSA bid process, Contract No. GS-30F-1020D. Total Contract Amount: \$71,355 FundingSource: Measure "O"	\$71,355

ATTACHMENT 1
PAGE 1 OF 2

City Manager Contract List for 01/07/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D Change Order	Public Works/CPM Lou Balderrama	Mladen Buntich Construction Co., Inc. Agreement No. A-7519	Hueneme Road Recycled Water Pipeline Project Change Order No. 14 is for costs associated with removal of cement-treated base at two locations; extra work regarding an 8-inch blow-off, installation of test panels at anode test stations; and addition of traffic K rails. Total Change Order amount is \$88,120.40. This contract was a Public Bid and awarded to the lowest bidder. Total Contract Amount: \$6,599,973 FundingSource: Water Bonds	\$88,120
E Change Order	Development Services - Transportation Planning Cynthia Daniels	Security Paving Co. Inc. Agreement No. A-7228	Additional work - sewer, water, drainage For Specification No. PW03-19 Rice/101 Interchange. Extra work performed during installation of planned sewer and water lines and drainage systems. Existing utilities were not shown on plans, or not relocated prior to work by Contractor; or in different location than shown on plans, or at incorrect elevations and additional water line and water valves connections not shown on plans. Contractor selected as lowest bidder for public works project in 2009. Total Contract Amount: \$34,858,052 FundingSource: State Gas Tax	\$218,077
F Change Order	Development Services-- Transportation Planning Cynthia Daniels	Security Paving Co., Inc. Agreement No. A-7228	Project Specification PW03-19 Construction of Rice/101 Interchange The contractor will conduct additional potholing to locate underground utilities not identified and/or removed by third parties ahead of construction. This is extra work at force account. The work was verified by inspectors' diaries and extra work bills. Contractor selected as lowest bidder for public works project in 2009. Total Contract Amount: \$34,885,221 FundingSource: State Gas Tax	\$27,170

ATTACHMENT
PAGE 2 OF 2



Meeting Date: 01/07/14

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

Prepared By: Jason Samonte Agenda Item No. S-3

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

DATE: December 27, 2013

TO: City Council

FROM: *[Signature]* Matthew G. Winegar
Development Services Director

SUBJECT: Agreement No. 6332-13-DS for On-Call Traffic Engineering Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with RBF Consulting, A Baker Company in an amount not to exceed \$700,000 for on-call traffic engineering services.

DISCUSSION

Many projects within the City require the support services of a traffic engineering firm to allow plans be developed and moved through the City's processes in a timely manner. These additional services will provide the necessary and timely support for current projects and those expected in the near future. The City General Services Division was asked to issue an RFP to select an on-call traffic engineering service for the City. The City received and reviewed seven proposals and RBF Consulting, A Baker Company was selected. A multi-year agreement with options to renew and a not to exceed \$700,000 amount for the first term has been issued to them.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis based on budgeted funds. Individual task orders are brought back to Council for approval consistent with Council policy.

MW/js

Attachment #1 – Agreement No. 6332-13-DS

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of October, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and RBF Consulting, A Baker Company ("Consultant").

WHEREAS, City desires to hire Consultant to perform On-Call Traffic Engineering consulting services specified in the individual task order assignments issued in accordance with the Scope of Services, Exhibit A; 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 On-Call Traffic Engineering consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described by scope of task order assignment and referenced 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 Jason Samonte ("Manager") or Department assigning the task order, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedules provided for each Task Order assigned and incorporated by this reference in full herein. City agrees to amend the performance termination date of task order 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 Carlos Ortiz, Vice President and Project Manager 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 October 8, 2013 and expire on October 8, 2016; with one renewal option of two years and final agreement date of October 8, 2018.

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 \$700,000.00 for the three year period for on-call services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

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

22. Insurance

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

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

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 RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, Attention: Carlos Ortiz.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Traffic Engineering, 214 South C Street, Oxnard, California 93030, Attention: Jason Samonte.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT: RBF CONSULTING

Tim Flynn, Mayor

for Carlos Ortiz, Vice President
JAMES E. McDONALD
CEO

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Acting City Attorney
T.M.T. 2/2/17

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Matthew Winegar,
Development Services Director

Jason Samonte, Traffic Engineer

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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. 6332-13-DS
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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 or self-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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] 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 [x] 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. 6332-13-DS
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

ATTACHMENT 1
PAGE 12 OF 17

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, 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.6332-13-DS

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: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which): _____

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.**2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.**3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.**4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.**5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.**6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
- If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 6332-13-DS

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 _____

SCOPE OF SERVICES

GENERAL INFORMATION

The City of Oxnard has constructed a roadway network of local, collector and arterial streets. These streets are constructed for use as public right of way and serve the vehicular circulation needs of the City's commuting business and residents.

The primary goal of this agreement is to employ the consultant(s) for study and design of roadway mitigations necessary to support the City's planned and orderly build out as outlined in the adopted 2030 General Plan (this document is available on the City website home page @ www.ci.oxnard.ca.us.) Mitigations can involve widening of roadways, re-stripping of lane configuration, modifying traffic signals and possibly constructing bridges. Consultant must possess the ability to conduct traffic and civil engineering studies as established by industry standards and utilizing methods adopted by the City. Consultant must be familiar with design standards established by the Federal Highway Administration (FHWA) and the California Transportation Department (Caltrans).

Traffic Engineering Standards in Oxnard

The City roadways have been constructed and striped to be within FHWA and Caltrans standards whenever possible. Deviations from accepted standards must be justified and documented as being safe. Traffic Engineering Studies are prepared per the Institute of Transportation Engineers, Traffic Engineering Handbook. Traffic count data must be less than 2 years old at time traffic study is submitted. The Traffic Model shall be utilized when analyzing impacts of proposed projects. The Traffic Model is maintained by Oxnard City staff.

Service Overview

The consultant must have access to surveying services, be able to locate utilities and underground facilities and must have knowledge of the Work Area Traffic Control Handbook or equivalent. The consultant shall be responsible for the submittal and approval of traffic control plans to City staff prior to any work taking place on public right of way. The consultant shall be responsible for providing and installing all necessary traffic signs, barricades and or cones as required by the traffic control plan. Upon successful completion of work, the consultant shall be responsible for picking up all traffic control devices used in the approved traffic control plan.

EXHIBIT B

STATEMENT OF COMPENSATION

RBF's 2013 rate schedule below indicates hourly billing rates for each member of the project team.

OFFICE PERSONNEL	\$ / hour
Principal.....	225.00
Project Manager.....	215.00
Task Manager.....	180.00
Project Engineer.....	148.00
Transportation Planner.....	135.00
Design Engineer.....	135.00
Designer/Planner.....	118.00
Project Manager.....	225.00
Task Manager.....	215.00
Senior Project Manager.....	200.00
Structural Engineer.....	195.00
Technical Manager.....	180.00
Senior Engineer.....	163.00
Senior Planner.....	163.00
Electrical Engineer.....	163.00
Landscape Architect.....	150.00
Senior GIS Analyst.....	150.00
Project Engineer.....	148.00
Project Planner.....	148.00
Survey Crew Support Manager.....	145.00
Environmental Specialist.....	138.00
Design Engineer/Senior Designer/Mapper.....	135.00
GIS Analyst.....	122.00
Designer/Planner.....	118.00
Project Coordinator.....	110.00
Graphic Artist.....	97.00
Environmental Analyst/Staff Planner.....	97.00
Design Technician.....	97.00
Assistant Engineer/Planner.....	93.00
Permit Processor.....	83.00
Engineering Aid/Planning Aid.....	75.00
FIELD PERSONNEL	\$ / hour
2-Person Survey Crew.....	250.00
Licensed Surveyor.....	175.00
Field Supervisor.....	172.00

<u>CONSTRUCTION MANAGEMENT PERSONNEL</u>	<u>\$ / hour</u>
Construction Manager	\$190.00
Resident Engineer	160.00
Construction Inspector (Prevailing Wage)	136.00
Construction Inspector (Non-Prevailing Wage)	113.00
Field Office Engineer	113.00
Construction Technician.....	97.00
 <u>OTHER SERVICES AND FEES</u>	 <u>\$ / hour</u>
Clerical/Word Processing	63.00
Vehicle Mileage.....	0.60/Mile

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 10%. A subconsultant management fee of 10% will be added to the direct cost of all subconsultant services to provide for the cost of administration, subconsultant consultation and insurance.



Meeting Date: 01/07/14

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 & Cynthia Daniels Agenda Item No. 5-4Reviewed By: City Manager _____ City Attorney S MF Finance Q Other (Specify) _____

DATE: December 24, 2013

TO: City Council

FROM: for Matthew Winegar, Development Services Director
Development Services DepartmentMichael Henderson, General Services Superintendent
City Manager Department**SUBJECT: Appropriate Budget and Award Contract to Berry General Engineering Contractors Inc. for Specification No. DS14-04 -Ventura Blvd. Park & Ride Lot and Pedestrian Facilities****RECOMMENDATION**

That City Council:

1. Award the contract and authorize the purchasing agent to execute an agreement with Berry General Engineering Contractors Inc. as the lowest responsible and responsive bidder in the amount of \$150,430.00 for Specification No. DS14-04 for Ventura Blvd. Park & Ride Lot and Pedestrian Facilities (Agreement A-7642).
2. Appropriate \$232,200 for Specification No. DS14-04 from the Air Pollution Buy-down Fund balance to the "Park & Ride Lot" project for improvements at Ventura Boulevard southeast of Santa Clara Avenue and west of Nyeland Avenue.

DISCUSSION

The City Council adopted the plans, specifications, and working details, and authorized a public bid process be conducted for Ventura Blvd. Park & Ride Lot and Pedestrian Facilities on October 15, 2013. The park and ride lot will provide commuter parking spaces for 11 vehicles and bicycle lockers for four bicycles on property acquired during the realignment of Ventura Boulevard as part of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The pedestrian crossing and sidewalk will improve pedestrian access and safety between the Country Squire Mobile Home Park and the adjacent neighborhood.

On December 11, 2013 the City received seven (7) bids ranging from the low bid of \$133,933.00 to a high bid of \$875,641.00. The apparent low bidder withdrew their bid. The bid from the second lowest bidder, Berry General Engineering Contractors, Inc., has been reviewed and found to be complete and accurate, and meets all the requirements for award as the lowest responsible and responsive bidder.

This project award is time sensitive based on the need to award and complete the work so as not to adversely impact federal grant funds for adjacent work for landscaping on Ventura Blvd., which includes the Park & Ride Lot. The landscaping project must be completed and those funds must be spent by April 2014.

The special budget appropriation will establish the project budget from fees collected to reduce air pollution. The park and ride lot and pedestrian improvements meet the intent to improve air quality by reducing trips from single-occupancy vehicles.

FINANCIAL IMPACT

Funding in the amount of \$232,200 from Air Pollution Buy-down Fund 118 will be appropriated to new project Ventura Blvd. Park & Ride Lot.

MH/pcf/CD

Attachment 1 – Bid Documents from Berry Engineering
2 – Special Budget Appropriation

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – Ventura Blvd. Park & Ride Lot and Pedestrian Crossing

BRIEF DESCRIPTION OF PROJECT: Construction of a park and ride lot and pedestrian crosswalk along Ventura Blvd. The project consists of asphalt paving, construction of 6-ft. high block wall, concrete sidewalk, concrete access ramps and installation of bike lockers, parking lot lighting, solar powered flashing warning beacon system, pavement markings and road signs.

Specification Number DS14-04 includes 14 pages of bid documents. Drawing No. 12-8A includes 6 sheets of plans (Sheet Nos. 1, 2, 3, 7, 8 and 9 prepared in English units) and revision to Caltrans plans for Rice Ave. Ventura Freeway (U.S. Route 101) Interchange Improvements includes Sheets L-3, C-11, X-16, PD-4, S-3 and S-11 (prepared in Metric units) -6 sheets. The total number of drawing sheets for the project is 12 sheets.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 calendar days. Liquidated damages will be assessed at \$1,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Berry General Engineering Contractors, Inc.
Physical Address 350 West Lewis Street Ventura, CA 93001
Mailing Address P.O. Box 1457
City Ventura State CA Zip Code 93002
Telephone No. 805.643.7567 Fax No. 805.643.7482

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-1

ATTACHMENT 1
PAGE 1 OF 15

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The project consists of traffic control; clearing & grubbing; asphalt saw cutting; concrete sidewalk removal; access ramp removal; asphalt paving; construction of 6' high block wall, concrete sidewalk, concrete curb & gutter, concrete access & curb ramps and installation of bike lockers, parking lot lighting, solar powered flashing warning beacon system, pavement markings and road signs. The plans for Ventura Blvd. Park & Ride Lot were prepared in English units and consist of 6 sheets of plans labeled as Drawing No. 12-8A Sheet Nos. 1, 2, 3, 7, 8 and 9 while the plans for Pedestrian Crossing Project were prepared in Metric units and consist of 6 sheets labeled as L-3, C-11, X-16, PD-4, S-3 and S-11. Revisions in Pedestrian Crossing Project are marked in the plans by "cloud revision" markings.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-2

ATTACHMENT 1
PAGE 2 OF 15

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	Park & Ride Lot (English Units)					\$
1	Clearing and Grubbing	1011-3	LS	1	900.20	900.20
2	AC Pavement (3-in. Min.)	1014-7	Ton	84	119 -	9,996 -
3	Aggregate Base	1015-3	CY	83	63.55	5,274.65
4	6-ft. High Block Wall	1016-4	LF	184	134.50	24,748 -
5	Type A1-6 Concrete Curb	1013-3	LF	268	25.60	6,886.40
6	Type A2-6 Concrete Curb and Gutter	1013-3	LF	127	29.75	3,778.25
7	4-in. Sidewalk (Width Varies)	1013-3	SF	138	5.25	723.50
8	Access Ramp	1013-3	EA	1	1,480 -	1,480 -
9	Concrete Wheel Stop	1013-3	EA	1	42 -	42 -
10	3-in. Galvanized Steel Pipe with Chain & Chain Attachment	1025-3	Set	1	2,835 -	2,835 -
11	Relocate Existing Galvanized Post & Barb Wire	1020-2	LS	1	755 -	755 -
12	Bike Locker	1019-4	EA	2	4,465 -	8,930 -
13	Parkway Drain	1013-3	LS	1	2,380 -	2,380 -
14	Service Enclosure	1022-3	LS	1	2,305.00	2,305.00
15	10-1/2-in. x 17-in. x 12-in. Pull Box	1024-3	EA	1	170.00	170.00
16	3-in. Conduit	1021-3	LS	1	4,145.00	4,145.00
17	1-1/2-in. Conduit with 2-#8 and 1-#8G Wirings	1022-3	EA	2	950.00	1,900.00
18	Electrolier and Concrete Foundation	1022-3	EA	2	2,900.00	5,800.00
19	Parking Stall Striping	1017-3	LS	1	364 -	364 -
20	D4-2 Signs	1017-3	EA	4	250 -	1,000 -
21	R30C Signs	1017-3	EA	2	198 -	396 -
22	R100b Sign	1017-3	EA	1	208 -	208 -
23	SG20 Sign	1017-3	EA	1	338 -	338 -
24	R99C Sign	1017-3	EA	1	188 -	188 -
25	R7-8b Sign	1017-3	EA	1	21 -	21 -
26	Traffic Control	1018-3	LS	1	295 -	295 -
Park & Ride Lot (English Units)				Sub-Total:	\$	94,229.00

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3

ATTACHMENT 1
PAGE 3 OF 15

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	Pedestrian Crossing (Metric Units)					\$
27	Clearing and Grubbing	1011-3	LS	1	5,780 ⁰⁰	5,780 ⁰⁰
28	Remove Existing Driveway and Access Ramp	1011-3	LS	1	532 ⁻	532 ⁻
29	AC Pavement	1014-7	Ton	22	137 ⁻	3,014 ⁻
30	Aggregate Base	1015-3	Cubic Meter	10	179 ⁻	1,790 ⁻
31	Type A2-150 (Modified) Concrete Curb & Gutter	1013-3	LM	75	71 ⁸⁰	5,385 ⁻
32	100mm Concrete Sidewalk (Width Varies)	1013-3	Sq. Meter	107	43 ⁵⁰	4,654 ⁵⁰
33	Access Ramp	1013-3	EA	4	610 ⁻	2,440 ⁻
34	Rapid Rectangular Flashing Beacon System including Signage & Poles	1023-3	LS	1	15,450 ⁰⁰	15,450 ⁰⁰
35	Ladder Type Crosswalk Striping	1017-3	Sq. Meter	31.60	29 ⁻	916 ⁴⁰
36	STOP and Limit Line Pavement Marking	1017-3	EA	1	156 ⁻	156 ⁻
37	PED XING AHEAD Pavement Marking	1017-3	EA	2	365 ⁻	730 ⁻
38	Install Traffic Signs per Plan	1017-3	EA	14	177 ⁻	2,478 ⁻
39	Traffic Control	1018-3	LS	1	4,695 ⁰⁰	4,695 ⁰⁰
Pedestrian Crossing (Metric Units)			Sub-Total	\$		48,021 ⁰⁰
40	Mobilization / Demobilization		LS	1	5,580 ⁰⁰	5,580 ⁰⁰
41	Survey	1000-12	LS	1	2,600 ⁻	2,600 ⁻
GRAND TOTAL				\$	150,430 ⁰⁰	

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

ATTACHMENT 1
PAGE 4 OF 15

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BID SCHEDULE OF WORK AND PRICES

PARK & RIDE LOT -SUB-TOTAL: \$ 94,229.⁰⁰
PEDESTRIAN CROSSING -SUB-TOTAL: \$ 48,021.⁰⁰
GRAND TOTAL SUBMITTED - \$ 150,430.⁰⁰

The grand total submitted is BASIS FOR AWARD and subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
	none		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED December 11, 2013 AT Ventura, California

COMPANY NAME Berry General Engineering Contractors, Inc.

SIGNATURE  TITLE Vice-President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-4

ATTACHMENT 1
PAGE 5 OF 15

ITY OF OXNARD
SPECIFICATION NUMBER DS14-04

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Steiny & Co. 12907 Garvey Ave Baldwin Park CA 91705	12907 Garvey Ave Baldwin Park CA 91705	Electric	161273	A, C-10
2. Super Seal & Stripe	PO Box 755 Fillmore CA 93016	Shipping & Signs	396627	C-32
3. Boulton & Carpenter	506 E. Main St Santa Paula CA 93060	Survey	LS 7998	N/A

**Bidder's Failure to Complete
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May Cause Rejection of Your Bid**

B-5

ATTACHMENT 1
PAGE 6 OF 15

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Lindero masonry	503 Brisbane ave. Thousand Oaks 91320	masonry	371617	C29
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-6

CITY OF OXNARD
SPECIFICATION NUMBER DS14-04

REFERENCES

BIDDER'S NAME Berry General Engineering

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Please See Attached Experience Sheet		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone


Vice-President
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-7

ATTACHMENT 1
PAGE 8 OF 15

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

Experience Statement

Carpinteria Unified School District – 1400 Linden Avenue, Carpinteria, CA 93013
Carpinteria Middle School Outdoor Athletic Facilities, Carpinteria
Cindy Abbott – 805.684.4511
\$1,216,200.00 – Completed March 2009

Great American Insurance – P.O. Box 2119, Cincinnati, OH 45201
Upland Road Completion – Paving & Concrete S/W, Camarillo
Jeffery Jubera – 410.604.1596
\$737,154.00 – Completed March 2010

Clark Realty Builders Group – P.O. Box 3285, Camarillo, CA 93011-3285
Catalina Heights Military Housing – Grading/Paving/Concrete, Camarillo
Rob Gish – 805.987.8600
\$2,192,888.00 – Completed July 2010

City of Carpinteria – 5775 Carpinteria Ave., Carpinteria, CA 93013
2009 ARRA Pavement Rehabilitation on Casitas Pass Road
Matt Roberts – 805.684.5405
\$682,623.00 – Completed December 2010

Oxnard Harbor District, Port of Hueneme – 333 Ponomo St., Port Hueneme, CA 93044
TWIC Gate, Phase III – Grading and Asphalt Paving and new Electric Security Gate
Chris Birkelo – 805.488.3677
\$970,284.00 – Completed August 2012

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.


Vice-President
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BIDDER'S AFFIDAVIT

PROJECT Ventura Blvd. Park & Ride Lot and Pedestrian Crossing

I depose and say that I am Robert Sainsbury - Vice-President

(Print or type name and title)

of Berry General Engineering Contractors, Inc.

(Name of Company)

P.O. Box 1457 Ventura, CA 93002

(Address)

(City)

(State)

(Zip Code)

Contractor's Employer Identification Number: 95-3507379

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 400577 FED TAX I.D. # 95-3507379

Classification: A

Contractor's License Expiration Date: 2/28/2015

City of Oxnard Business License Number(Not Required to Bid): 15-829

Data Universal Numbering System (D-U-N-S #): 09-4444916

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 12/11/13 at 350 W. Lewis St., Ventura, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)



SIGNATURE Robert Sainsbury - Vice-President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

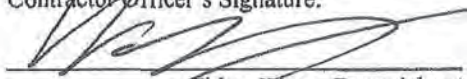
**ITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all Bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	See Attached Sheet	

Contractor Officer's Signature:


Title Vice-President

December 11, 2013

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

11 -

Experience Statement

Carpinteria Unified School District – 1400 Linden Avenue, Carpinteria, CA 93013
Carpinteria Middle School Outdoor Athletic Facilities, Carpinteria
Cindy Abbott – 805.684.4511
\$1,216,200.00 – Completed March 2009

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Jeffery Jubera – 410.604.1596
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TWIC Gate, Phase III – Grading and Asphalt Paving and new Electric Security Gate
Chris Birkelo – 805.488.3677
\$970,284.00 – Completed August 2012

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-04**

**ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)**

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: _____

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

CITY OF OXNARD
SPECIFICATION NUMBER DS14-04

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

(Vendor Name)

(Date)

(Address of Principal Business Office)

(Business Phone)

(Email Address)

(Date Principal Business Address Established)

(Prior Principal Business Address – if any)

(Date Established)

(City Business Tax ID Number)

(Number of Employees)

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22A

ATTACHMENT 1

PAGE 15 OF 15

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program Transportation Planning
Manager: Cynthia Daniels

Date: January 7, 2013

Phone: 385-7871

Reason for Appropriation:

Capital improvement project for Specification No. DS14-04 for a park and ride lot and pedestrian facilities on Ventura Blvd.

Accounts and Descriptions

AMOUNT

Fund: Air Pollution Buy-down Fund (118)

Expenditures/Transfers Out

Ventura Blvd, Park & Ride Lot (Project No. 1431xx)

118-3125-826.82-01	CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/EN	7,000
118-3125-826.82-08	OTHER SERVICES / SERVICES - CONSTRUCTION	6,324
118-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	50,164
118-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	150,430
118-3125-826.88-02	RESERVES / FOR CONTINGENCIES	18,282

Sub-total Expenditures 232,200

Net Change to Fund Balance (232,200)

Approvals

Department Director


for Matthew Winegar

Chief Financial Officer

James Cameron

Interim City Manager

Karen Burnham

ATTACHMENT 2
PAGE 1 OF 1

REQUIRES CITY COUNCIL AUTHORIZATION

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

Prepared By: Steve Newman & Don AndrewsAgenda Item No. S-5Reviewed By: City Manager APP City Attorney SMF Finance AL Other (Specify) _____**DATE:** December 19, 2013**TO:** City Council**FROM:** Paul Wendt, Interim Building and Engineering Manager
Development Services DivisionSergio Martinez, ~~Fire Marshal~~
Fire Department FOR WINDSOR FOR SM**SUBJECT:** Ordinance Regarding Building Regulations**RECOMMENDATION**

That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

DISCUSSION

The State of California periodically updates the fire and life safety standards contained in the state's California Building Standards Code. Cities then adopt these updated codes by reference in their building and fire code ordinances to maintain consistency and uniformity in enforcement. The adoption of such codes is categorically exempt under the California Environmental Quality Act.

A city may make modifications to the codes adopted by the state. When this occurs, the city council of that city is required to make express findings of the necessity for the changes due to local climatic, geographical, or topographical conditions. Based on the location of the City of Oxnard, modifications to the codes adopted by the state are necessary. The findings of necessity are included within the body of the ordinance and are further set forth in Exhibit A to the ordinance, entitled "Index and Summary to the California Codes and Amendments."

FINANCIAL IMPACT

The cost of administering the codes that govern construction is recovered by fees. Cost associated with enforcement of these codes by administrative hearing and recourse to the courts is funded within Code Compliance and the City Attorney's Office.

PW:SN

Attachment 1 - Draft Ordinance

Attachment 2 - Exhibit A (Index and Summary to the California and Codes and Amendments)

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND RE-ENACTING ARTICLES II THROUGH XI, XV AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE AND FIRE SPRINKLERS.

WHEREAS, Health and Safety Code section 18938 provides that the California Building Standards Commission ("Commission") shall adopt building standards applicable to all occupancies in the State of California. The building standards consist of certain model building codes published by specified code-writing bodies, as amended to address California specific issues. When adopted, these building standards constitute the California Building Standards Code; and

WHEREAS, the Commission typically revises the California Building Standards Code on a triennial basis. The Commission recently adopted the 2013 triennial edition of the California Building Standards Code, Title 24, California Code of Regulations. The new building standards automatically become effective in all cities and counties throughout the state on January 1, 2014 unless the standards are modified by local jurisdictions; and

WHEREAS, pursuant to Health and Safety Code sections 17958.7 and 18941.5, cities and counties may modify the State building standards where reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council finds that each of the amendments to the California Building Standards Code adopted below are reasonably necessary to address local climatic, geological, and topographical conditions. The basis for each of these findings is set forth in Part 3 of this Ordinance and Exhibit A, attached hereto.

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

Part 1. The following acronyms are used in this Ordinance to clarify the sections of the Oxnard City Code being added or amended.

ACI-318 American Concrete Institute – Building Code Requirements
for Structural Concrete, 2005 Edition.

ATTACHMENT # 1
PAGE 1 OF 32

AF&PA SDPWS	American Forest & Paper Association – Special Design Provisions for Wind and Seismic.
ANSI	American National Standards Institute.
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2005 Edition.
CABO	Council of American Building Officials.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)].
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)].
CBSC	California Building Standards Commission.
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)].
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)].
CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)].
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)].
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)].
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)].
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)].
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)].
IAPMO	International Association of Plumbing and Mechanical Officials.
NEC	National Electrical Code.
OCC	Oxnard City Code.

Part 2. Article II – California Building Code, Article III - California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XV – California Fire Code and Article XVI – Fire Sprinklers of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code (“CBC”), 2013 Edition, including Appendices C, H, and J, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section 101.4.4: Amend Section 101.4.4 to read as follows:

101.4.4 Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section 103.1: Amend Section 103.1 to read as follows:

103.1 Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section 105.2: Amend Section 105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.
4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section 105.3.2: Amend Section 105.3.2 to read as follows:

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Section 903.2: Amend Section 903.2 to read as follows:

Approved automatic sprinkler systems in new buildings and structures shall be provided in the location described in Sections 903.2.1 through 903.2.12 and as required in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(F) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1 General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(G) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1 General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation and covering, which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(H) Section 1510.1: Amend the first paragraph of Section 1510.1 to read as follows:

1510.1 General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this code, or as approved by the building official.

(I) Section 1613.6: Add Section 1613.6 to read as follows:

1613.6 Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$$\delta_M = C_d \delta_{max} \quad (\text{Eq. 12-12.1})$$

(J) Section 1613.7: Add Section 1613.7 to read as follows:

1613.7 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3 Wood Diaphragms. In wood diaphragms, the continuous ties shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(K) Section 1704.5: Amend Section 1704.5 to read as follows:

1704.5 General. Where required by the provisions of Section 1704.5.1 or 1704.5.2, the owner shall employ a structural observer to perform structural observations as defined in Section 1702. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(L) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).
2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

- 2.1. The footings support walls of light-frame construction; or
 - 2.2. The footings are designed in accordance with Table 1805.4.2; or
 - 2.3. The structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks.

(M) Section 1705.11.2: Amend Section 1705.11.2, Exception, to read as follows:

Exception: Special inspection is not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other components of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(N) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2 Investigation required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(O) Section 1804.3: Amend Section 1804.3 to read as follows:

1804.3 General Site Grading and Drainage. Provisions shall be made for the control and drainage of surface water around

buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded so that they drain to the street or public way on which they abut or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

1. Pervious surfaces -- 1/8 inch per foot (1 percent slope).
2. Asphalt surfaces -- 1/16 inch per foot (1/2 percent slope).
3. Concrete surfaces -- 1/32 inch per foot (1/4 percent slope).

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(P) Section 1808.7.4: Amend Section 1808.7.4 to read as follows:

1808.7.4 Foundation and Slab Elevation. The top of any exterior foundation or finished floor slab, shall extend 25 inches above the elevation of the lowest adjacent street gutter. Beginning at an elevation eight (8) inches below the top of foundation or floor slab, a minimum 2 percent (2%) slope away from the foundation or floor slab shall be maintained around its perimeter for a minimum distance of four (4) feet for side yards and ten (10) feet for front and rear yards. The building official may approve alternate elevations, provided it can be demonstrated that required drainage to a safe point of discharge and away from the foundation is provided at all locations on the site.

(Q) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1 General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.12.

(R) Section 1905.1.8: Amend Section 1905.1.8 to read as follows:

1905.1.8 ACI 318, Section 22.10. Delete ACI 318, Section 22.10, and replace with the following:

22.10 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

22.10.1 - Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows:

- (a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
- (c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(S) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10 ACI 318, Section 21.6.4. Modify ACI 318, Section 21.6.4, by adding Section 21.6.4.8 and 21.6.4.9 to read as follows:

21.6.4.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 21.6.4.1, items (a) through (c), over the full height of the member.

21.6.4.9 – At any section where the design strength, ϕP_n , of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 21.5.4.1 and 21.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 21.6.4.1 through 21.6.4.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, ϕP_n , of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(T) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.10 ACI 318, Section 21.9.4. Modify ACI 318, Section 21.9.4, by adding Section 21.9.4.6 to read as follows:

21.9.4.6 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 21.13.

(U) Section 1905.1.12: Add Section 1905.1.12 to read as follows:

1905.1.12 ACI 318, Section 21.11.6. Modify ACI 318, Section 21.11.6, by adding Section 21.11.6.1 as follows:

21.11.6.1 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or $6 d_b$ thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(V) Section 2304.9.1: Amend Section 2304.9.1 to read as follows:

2304.9.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.9.1. Staple fasteners in Table 2304.9.1 shall not be

used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

(W) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4 Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(X) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2 Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AF&PA SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Exception: [DSA-SS, DSA-SS/CC and OSHPD 1,2, & 4] Wood structural panel diaphragms using staples as fasteners are not permitted by DSA and OSHPD.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(Y) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AF&PA SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AF&PA SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AF&PA SDPWS for sill plate size and anchorage requirements.
4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.
5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AF&PA SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for

Portland cement plaster and 30 plf for gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AF&PA SDPWS.

Exception: [DSA-SS DSA-SS/CC and OSHPD 1,2,&4] Wood structural panel shear walls using staples as fasteners are not permitted by DSA and OSHPD.

(Z) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(AA) Section 2308.3.4: Amend Section 2308.3.4 to read as follows:

2308.3.4 Braced wall line support. Braced wall lines shall be supported by continuous foundations.

(BB) Section 2308.12.5: Amend Section 2308.12.5 to read as follows:

2308.12.5 Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.12.4 or Table 2304.9.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in table 2304.9.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(DD) Appendix Chapter J, Section J103.2, Exception 8: Amend Appendix Chapter J, Section J103.2, by adding Exception 8 to read as follows:

8. An excavation which (1) is less than 2 feet (610mm) in depth, or (2) which does not create a cut slope greater than 5 feet (1524mm) in height and steeper than 1 unit vertical in 1-1/2 units horizontal (66.7% slope) and does not interfere with a drainage course.

(EE) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1 Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report and an engineering geology report where required by the Building Official. The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering and any engineering geology reports, along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, Appendix Chapter 1, the applicant shall state the estimated quantities of excavation and fill.

(FF) Appendix Chapter J, Section J104.3: Amend Appendix Chapter J, Section J104.3 to read as follows:

J104.3 Soils Report. A soils report prepared by registered design professionals shall be provided which shall identify the nature and distribution of existing soils; conclusions and recommendations for

grading procedures that are incorporated into the grading plans or specifications, or when approved by the building official, included by reference; soil design criteria for any structures or embankments required to accomplish the proposed grading; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter 1 Division II, Section R102.7: Amend Section R102.7 to read as follows:

R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the provisions of the Oxnard City Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(B) Chapter 1 Division II, Section R103.1: Amend Section R103.1 to read as follows:

R103.1 Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section R105.2: Amend Section R105.2, items 2 and 3, to read as follows:

Building:

2. Fences not over 6 feet high and masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.
3. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Section R313: Amend Section R313 to read as follows:

R313 General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(E) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D₀, D₁, and D₂ shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(F) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D₀, D₁, and D₂. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D₀, D₁, and D₂ shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(G) Section R403.1.3: Delete Exception to Section R403.1.3.

(H) Section R404.2: Amend Section R404.2 to read as follows:

R404.2 Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁, and D₂.

(I) Table R602.3(1): Amend Table R602.3(1) by adding footnote “k” to be applicable to the entire table and to read as follows:

k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(J) Table R602.3(2): Amend Table R602.3(2) by revising footnote “b” to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

[SPACE INTENTIONALLY LEFT BLANK]

(K) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D ^a WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^b			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods ^c GB and PCP	Method WSP ^d	Continuous Sheathing ^d
SCD D ₂		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_d values associated with the seismic design categories shall be permitted when a site-specific S_d value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SCD D₂ of 15/32", and shall not be attached using staples.

(L) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(M) Section R602.10.9.1: Section R602.10.9.1 is deleted in its entirety.

(N) Section R703.1: Amend Section R703.1 to read as follows:

R703.1 General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall

envelope shall include flashing as describe in Section R703.8. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(O) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1 Roofing covering materials. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(P) Section R902.1.3: Amend Section R902.1.3 to read as follows:

R902.1.3 Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(Q) Section R902.2: Amend the first paragraph of Section R902.2 to read as follows:

R902.2 Fire-retardant treated shingles and shakes. Fire-retardant treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2013 Edition, including Appendices 1, C, H, I, and J, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2006 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-9. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code ("CHBC"), 2013 Edition, including Appendix A, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-10. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code ("CEC"), 2013 Edition, which incorporates by reference the National Electrical Code ("NEC"), 2005 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-11. AMENDMENT TO CEC.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10 Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-12. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Building Code ("CEBC"), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-13. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code ("CMC"), 2013 Edition, and Appendices A through D thereof, and

Standards contained therein, published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-14. AMENDMENT TO CMC.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-15. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code (“CRSC”), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-16. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code (“CPC”), 2013 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-17. AMENDMENT TO CPC.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. (RESERVED)

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. FIRE CODES

SEC. 14-24. CALIFORNIA FIRE CODE ADOPTED.

The California Fire Code (“CFC”) 2013 Edition, including Appendix Chapter 4, Appendix B, Appendix D, and Appendix F, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS TO CFC.

(A) Chapter 1, Section 101.1: Amend Section 101.1 to read:

101.1 Title. These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as “this code”.

(B) Chapter 1, Section 104.12: Add Section 104.12 to read:

104.12 General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as

necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(C) Chapter 1, Section 104.13: Add Section 104.13 to read:

104.13 Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(D) Section 503.2.1: Amend Section 503.2.1 to read:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).

Exceptions:

1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(E) Section 503.7: Add Section 503.7 to read:

503.7 Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, "opening" shall be limited to an exterior door for a commercial or industrial building or a

door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(F) Section 507.5: Amend Section 507.5 to read:

507.5 Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards or an approved method.

(G) Section 507.5.1.1: Amend Section 507.5.1.1 to read:

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(H) Section 903.4.2.1: Add Section 903.4.2.1 to read:

903.4.2.1 Exterior Strobe. One approved exterior strobe shall be located in an approved location.

(I) Section 904.3.5: Amend Section 904.3.5 to read:

904.3.5 Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(J) Section 906.1: Add Section 906.1, item 9, to read:

9. As required by the Fire Code Official.

(K) Section 907.3.5: Add Section 907.3.5 to read:

907.3.5 Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(L) Section 907.5.2.3.1: Add Section 907.5.2.3.1, item 12, to read:

12. Approved exterior strobe, in an approved location.

(M) Section B105.1: Amend Section B105.1 to read:

B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings shall be not less than that specified in Table B105.1.

Exception: A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic fire sprinkler system.

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code (“CFC”) 2013 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.2 through Section 903.2.4: Amend Section 903.2 through Section 903.2.4 to read:

903.2 Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings.

903.2.1 Definitions.

The following words and terms shall, for the purposes of section 903, have the following meanings.

Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

903.2.2 New Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17
3. Trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
4. The Fire Code Official is authorized to make exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
5. The Fire Code Official is authorized to make exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.3 Existing Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.
2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.
4. In protected combustible fiber storage vaults as defined in this code.

903.2.4 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(B) Section 903.2.6 through Section 903.2.10: Amend Section 903.2.6 through Section 903.2.10 to read:

903.2.6 Reserved.

903.2.7 Reserved.

903.2.8 Reserved.

903.2.9 Reserved.

903.2.10 Reserved.

(C) Section 903.2.18: Amend Section 903.2.18 to read:

903.2.18 Reserved.

(D) Section 903.3.1.2: Add the following sections.

903.3.1.2.2 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited

combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.2.3 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.2.4 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.2.5 Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(E) Section 903.3.1.3: Add the following sections.

903.3.1.3.1 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.3.2 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.3.3 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

ARTICLE XVII. (RESERVED)

ARTICLE XVIII. (RESERVED)

ARTICLE XIX. (RESERVED)

Part 3. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.
2. During the months October through March, the City experiences wind conditions known as the "Santa Ana" winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department's resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.
3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City's firefighting resources at a lower than normal level and impacts the Fire Department's ability to promptly respond to structure fires when they occur at the same time.

4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.
2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions, as well as a system of roadways and highways that generate traffic noise. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.
2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.
3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set

forth in the Index and Summary to the California Building Standards Code and Amendments, which is attached hereto and incorporated herein as Exhibit A.

Part 4. The City Attorney, who was designated to prepare a summary of this Ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this Ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the Ordinance.

Part 5. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Ordinance are declared to be severable. The City Council hereby declares that they would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 6. Within 15 days after passage, the City Clerk shall cause this Ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on _____, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

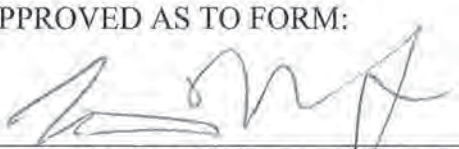
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

EXHIBIT A

INDEX AND SUMMARY TO THE CALIFORNIA BUILDING STANDARDS CODE AND AMENDMENTS

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ARTICLE II. CALIFORNIA AND BUILDING CODE

Section 14-2. References the adoption of the California Building Code, 2013 Edition.

Section 14-3. Amendments to the CBC.

A. **Chapter 1 Division II, Section 101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

B. **Chapter 1 Division II, Section 103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

C. **Chapter 1 Division II, Section 105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: Administrative.

E. **Section 903.2 Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

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- F. **Section 1403.1 Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: Local Climatic Condition #1

- G. **Section 1505.1 Roof Covering Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- H. **Section 1510.1 Re-roofing Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- I. **Section 1613.6 Equation 16-44.** The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

Finding of Need: Local Geological Condition #1.

- J. **Section 1613.7, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: Local Geological Condition #1.

- K. **Section 1704.5 General.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major

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structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: Local Climactic Condition #1, and Local Geological Condition #1 and #2.

- L. **Section 1705.3 Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: Local Geological Conditions #1 and #2.

- M. **Section 1705.11.2 Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: Local Geological Conditions #1.

- N. **Section 1803.2 Investigations required.** Due soil conditions observed, special soils investigations are required.

Finding of Need: Local Geological Condition #1 and #2.

- O. **Section 1804.3 Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- P. **Section 1808.7.4 Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

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Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- Q. **Section 1905.1 Scoping.** Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need: Administrative clarification relating to the scoping of this section.

- R. **Section 1905.1.8. ACI 318 Section 22.10.** Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: Local Geological Conditions #1 and #2.

- S. **Section 1905.1.10. ACI 318 Section 21.6.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- T. **Section 1905.1.11. ACI 318 Section 21.9.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- U. **Section 1905.1.12. ACI 318 Section 21.11.6.** Carries over important provisions relating to the design of heavily loaded concrete walls that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- V. **Section 2304.9.1 Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on

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buildings and structures, this proposed local amendment limit the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: Local Geological Condition #1.

- W. **Section 2305.4 Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: Local Geological Condition #1.

- X. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: Local Geological Condition #1.

- Y. **Section 2306.3 Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that

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were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: Local Geological Condition #1.

- Z. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: Local Geological Condition #1.

- AA. **Section 2308.3.4 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Condition #1.

- BB. **Section 2308.12.5 Attachment of Sheathing.** This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region.

Finding of Need: Local Geological Condition #1.

- CC. **Appendix Chapter J, Section J103.2, Exception 1.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: Local Topographical Condition #1.

- DD. **Appendix Chapter J, Section J103.2, Exception 8.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit

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were further clarified by limitations on cut depth, slope, and drainage course proximity.

Finding of Need: Local Topographical Condition #1.

- EE. **Appendix Chapter J, Section J104.1.** Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: Administrative.

- FF. **Appendix Chapter J, Section J104.3** Clarifies that the soils report recommendations for grading procedures either be incorporated into the grading plans, or by reference when approved by the Building Official.

Finding of Need: Administrative.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2013 Edition. **Section 14-5. Amendments to CRC.**

- A. **Chapter 1 Division II, Section R102.7.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

- B. **Chapter 1 Division II, Section R103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

- C. **Chapter 1 Division II, Section R105.2.** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

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- D. **Section R313 Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

- E. **Section R401.1 Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: Local Geological Conditions #1 and #2, Local Topographical #1.

- F. **Section R403.1.2 Continuous footing in Seismic Design Category D₂.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Conditions #1 and #2.

- G. **Section R403.1.3 Seismic reinforcing.** This amendment provides a continuous footing under all braced wall lines. Due to observed performance issue during the Northridge earthquake this sections address the drift and deflection cause by lack of a continuous footing.

Finding of Need: Local Geological Conditions #1 and #2.

- H. **Section R404.2 Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the

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fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

Finding of Need: Local Geological Conditions #1 and #2, Local Topographical #1.

- I. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: Local Geological Conditions #1 and #2.

- J. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: Local Geological Conditions #1 and #2.

- K. **Table R602.10.3(3) Bracing Requirements Based on Seismic Design Category.** Cleans up the table being California does not allow three stories conventional framing and Oxnard is composed of entirely Seismic Design Category D₂ per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels.

Finding of Need: Local Geological Conditions #1 and #2.

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- L. **Table R602.10.4 Braced Wall Line Support for Seismic Design Category D₂.** Removes an exception that allowed shear walls to be constructed without continuous foundations. This also is constant with modifications in the Building Code.

Finding of Need: Local Geological Conditions #1 and #2.

- M. **Section R602.10.9.1.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Conditions #1 and #2.

- N. **Section R703.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: Local Climatic Condition #1

- O. **Section R902.1. Roofing covering materials.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- P. **Section R902.1.3. Roof coverings in all other areas.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

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- Q. **Section R902.2. : Fire-retardant treated shingles and shakes..** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #’s 1,2,3, and 4 to assure public health and welfare.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

Section 14-10. References adoption of the California Electrical Code, 2013 Edition.
Section 14-11. Amendment to the CEC.

- A. **Article 90-10.** The administrative provisions for the CEC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

Section 14-13. References adoption of the California Mechanical Code, 2013 Edition.
Section 14-14. Amendment to CMC.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

ARTICLE XI. CALIFORNIA PLUMBING CODE

Section 14-16. References adoption of the California Plumbing Code, 2013 Edition.
Section 14-17. Amendment to the CPC.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

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ARTICLE XV. CALIFORNIA FIRE CODE

Section 14-24. References Adoption of the California Fire Code, 2013 Edition.

Section 14-25. Amendments to CFC.

A. **Chapter 1, Section 101.1.** Administrative reference to City of Oxnard Code.

Finding of Need: Administrative.

B. **Chapter 1, Section 104.12.** This amendment allows the Fire Code Official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: Administrative.

C. **Chapter 1, Section 104.13.** Stopping uses, evacuation. This addition allows the Fire Code Official to stop a use or order an evacuation if there is a hazardous condition or situation representing a hazard to life or property.

Finding of Need: Administrative.

D. **Section 503.2.1 Dimensions.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3.

E. **Section 503.7 Electronic and Electric Access Gates.** This section updates exist City Code requirements regarding electronic and electric gates controls so that they reference current Fire Code sections. This section facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

F. **Section 507.5 Fire Hydrant systems.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

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Finding of Need: Administrative.

- G. **Section 507.5.1 Hydrant for Standpipe systems.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: Administrative.

- H. **Section 903.4.2.1 Exterior Strobe.** This requirement facilitates fire fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- I. **Section 904.3.5 Monitoring.** This requirement facilitates fire fighting and Locating fire extinguishing system activation more quickly.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- J. **Section 906.1, item 9.** This amendment allows the Fire Code Official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: Administrative.

- K. **Section 907.3.5 Fog or Smoke Emitting Systems.** The requirement provides for fire fighting personnel protection and facilitates more rapid response to building interiors for fire fighting.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- L. **Section 907.5.2.3.1, item 12.** The requirement for an exterior strobe facilitates fire fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

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- M. **Section B105.1 One- and two-family dwellings.** This ensures that sufficient water is available for fire fighting, in concordance with fire department operational guidelines and water department operational guidelines.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

ARTICLE XVI. FIRE SPRINKLERS

Section 14-26. Fire Sprinklers. This section adopts modifications to the California Fire Code relating to Fire Sprinkler Requirements.

- A. **Sections 903.2 through 903.2.4.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.

- B. **Sections 903.2.6 through 903.2.10.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.

- C. **Section 903.2.18.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Topographical #2, #3.

- D. **Section 903.3.1.2.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, and clarifies the threshold requirements for residential fire sprinkler system coverage.

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Finding of Need: Administrative; Climatic #2, #3, #4; Topographical #2, #3.

- E. **Section 903.3.1.3.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, and clarifies the threshold requirements for residential fire sprinkler system coverage.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.

Meeting Date: 1/7/2014

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

Prepared By: Douglas Spondello, Associate PlannerAgenda Item No. 5-6Reviewed By: City Manager mmh City Attorney SMF Finance AL Other (Specify) _____

DATE: December 26, 2013

TO: City Council

FROM: Matthew G. Winegar, AICP, Director
Development Services DepartmentKymberly Horner, Interim Redevelopment Services Manager
Community Development Department

SUBJECT: Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption Agreements Between RiverPark A, L.L.C. and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036

RECOMMENDATION

Staff recommends that the Council consent to the proposed amendments and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.

DISCUSSION

RiverPark A, L.L.C. and Aldersgate Investment, LLC entered into Assignment and Assumption Agreements, dated April 6, 2010, pertaining to the RiverPark Development Agreement No. A-6128 and Owner Participation Agreement No. 5034-10-CD, respectively, and requiring the construction of 69 low income for-sale units and 87 moderate income for-sale units on Lot 18.

The City of Oxnard, in its own capacity and as the entity assuming the housing functions of the former Oxnard Community Development Commission (discussed below), is a third party beneficiary of the terms and conditions of those agreements.

The developers have submitted proposed amendments to those assignment and assumption agreements, the entry into which would require the consent of the City.

Consenting to the two amendments would affect the existing required affordable housing unit mix for Lot 18 by allowing up to 41 additional low income units which are completely offset by a matching

decrease in the number of moderate income units on Lot 18. As the Owner Participation Agreement, Agreement Containing Covenants, Development Agreement, and Specific Plan require a minimum number of moderate income units to be built at RiverPark, corresponding revisions to such RiverPark-wide documents must be considered as well.

The existence of pending low income applications, loan commitments that require sales to be completed by year end, and expiring funding sources necessitate that City consideration of consent to the two amendments occur immediately, prior to City consideration of the necessary RiverPark-wide document amendments; Aldersgate could proceed at once following such consent. City staff has committed to initiating the amendment of the Owner Participation Agreement, the Agreement Containing Covenants, and the Development Agreement and processing a Minor Deviation to the Specific Plan as soon as possible, but not later than 90 days after City consent to the two amendments, if granted.

The proposed changes are consistent with the General Plan (Housing Element) as Goal G-3 identifies the need for “expanded protected housing opportunities for lower-income households and special needs groups”.

As of February 1, 2012, pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, the City of Oxnard assumed the housing functions of the former Oxnard Community Development Commission. Therefore, in its role as the “successor housing entity”, the City (rather than the Oxnard Community Development Commission Successor Agency) is the successor-in-interest to the former Oxnard Community Development Commission with regard to housing assets, functions and agreements, including, without limitation, the housing provisions of the RiverPark Owner Participation Agreement and the Agreement Containing Covenants (to which Aldersgate is a party with regard to Lot 18).

PUBLIC INPUT

On December 19, 2013, the Applicant presented the request at the RiverPark Neighborhood Council Meeting, which was attended by approximately 55 people. The neighborhood council voted 29 to 14 in support of not amending the affordability levels and leaving the project as is.

FINANCIAL IMPACT

There is no financial impact to the City of Oxnard General Fund. Similarly, the \$500,000 of the Historic Enhancement and Revitalization of Oxnard (HERO) First-Time Homebuyer Assistance Program funding is not affected. Assistance to buyers of the additional low income units will be provided by the State Building Equity and Growth in Neighborhoods “BEGIN” Program and has been designated for this project.

Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption
Agreements
January 7, 2014
Page 3

(DS)

Attachment #1 - Request by Aldersgate Investment, LLC (dated October 23, 2013)
#2 - Proposed Agreements

ALDERSGATE Investment, LLC.

300 Esplanade Dr. Ste #1550
Oxnard, CA 93036

October 23, 2013

Matt Winegar
Planning Director
Planning Department
City of Oxnard
214 South C Street
Oxnard, CA 93030

Dear Matt,

Subject: RiverPark Development Agreement, A-6128
Lot 18, TM5781, Vista Urbana
Request to Amend Development Agreement, First Amendment to the Owner
Participation Agreement; and Minor Deviation to RiverPark Specific Plan

Aldersgate Investment, LLC respectfully requests an amendment to the RiverPark Development Agreement, Section 11, Affordable Housing Development. Proposal is made to amend the Development Agreement and the First Amendment to the Owner Participation Agreement as follows:

- Modify the minimum number of affordable units available to low income households from 140 units to 181 units, an increase of 41 units.
- Modify the minimum number of affordable units available to moderate income households from 112 units to 71 units, a decrease of 41 units.

The overall minimum number of affordable income units required in the Development Agreement does not change with this amendment request.

The Specific Plan, per Section 7.10.3, includes the numerical requirements for implementing Affordable Housing Guidelines. The proposed adjustment of 41 affordable units from moderate to low income does not constitute a "land use" change as the approved project architecture and site planning will not change. Also 41 units are numerically within the 15% allowable deviation range of a Minor Modification consideration on the basis of using a minimum of 392 affordable units required in the Specific Plan and Development Agreement. Further, this proposal maintains the Specific Plan intent and spirit would not adversely impact the surrounding properties. Request is made to process a Specific Plan Minor Deviation as defined in Section 7.9.2.2 of the Specific Plan.

The RiverPark builders, prior to project approval for Vista Urbana, have constructed and sold 71 low income for sale affordable units and 27 moderate income units. Currently, Lot 18, Vista Urbana is required to provide a minimum of 69 low income affordable for sale units and 87 moderate income affordable for sale units. The Lot 18, Vista Urbana, project would complete the Development Agreement affordable for sale requirements with the proposed amendment. The table below reflects RiverPark affordable housing delivery to date:

Affordable Housing Guideline

Very Low Affordable Rental Units	140	
Minimum Low affordable for sale units		140
Minimum Moderate affordable for sale units	112	

TOTAL	392 units
-------	-----------

Affordable Housing Guideline Status

Very Low affordable rental Cert of Occupancy, Lot 19	140
Low affordable Cert of Occupancy outside Lot 18	71
Moderate affordable Cert of Occupancy outside of Lot 18	25

Lot 18, Vista Urbana

Low affordable for sale units	69	Moderate affordable for sale units	87
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Amendment Request

Increase Low affordable for sale units	41	Reduce Moderate affordable for sale units	41
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Lot 18 Low for sale units	110	Lot 18 Moderate for sale units	46
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Amendment Affordable Housing Delivery

Very Low Rental units	140 units
Low for sale units	181 units
Moderate for sale units	71 units

TOTAL	392 units
-------	-----------

Based on the for sale market rate conditions and amount qualified buyers for our affordable sales program, it is expected the project will not be able to achieve the required amount of moderate unit sales in the time frame required per our financing agreements. The project is challenged by numerous financial commitments and mortgage loan processing constraints that expire and or change at the end of this year. The market rate sales program in RiverPark communities have seen slight increases in sales pricing however the pricing is only 6 % higher than the pricing moderate affordable units. This percentage difference does not provide significant incentive to buyers to purchase an affordable unit with the 45 year deed restriction. Under the City of Oxnard qualification criteria, moderate income household buyers have been limited and increasingly difficult to qualify.

There will not be a design change or reduction to the level of quality the project and units currently under construction and sales. The quality of construction and options to the prospective buyers may have in purchasing these units shall remain the same. The exterior treatment of each building shall remain as approved.

In response to City of Oxnard, Community Development Department letter date October 15, 2013, and City of Oxnard Fee Schedule, Aldersgate submits with this request letter with the following attachments:

Completed Land Use Permit Application	
Development Agreement Amendment Review	\$ 5,250.00
Deposit-City Attorney office	\$ 10,500.00

A separate transmittal shall be prepared to Community Development Department for \$5,000.00 legal counsel review as requested.

We look forward to further discussion and direction to proceed with this Development Agreement Amendment/Owner Participation Agreement Amendment and Specific Plan Minor Deviation request. Again, we sincerely appreciate your staff meeting with us to address this matter in a cooperative manner.

Sincerely,



Ernest T Mansi
Aldersgate Investment, LLC

Cc Ashley Golden, City of Oxnard
Kymberly Horner
Mitchel Kahn
Henry Castillo
Tony Talamante

Attachments:

Completed Land Use Permit Application	
Development Agreement Amendment Review	\$ 5,250.00
Deposit-City Attorney office	\$ 10,500.00

ATTACHMENT 1

PAGE 3 OF 3

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

Recording Requested by and
When Recorded Return to:

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

APN: 132-0-110-245

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
(Development Agreement)

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (Development Agreement) (this "**Amendment**") is made and entered into as of _____, 2013, by and between RIVERPARK A, L.L.C., a Delaware limited liability company ("**Assignor**"), and ALDERSGATE INVESTMENT, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Assignment and Assumption Agreement (Development Agreement) (the "**Agreement**") as of April 6, 2010, which was recorded April 13, 2010, as Instrument No. 20100413-00055290-0 in the Official Records of Ventura County, California in connection with that certain real property described on the attached Exhibit A (which is incorporated herein by this reference).

B. The City of Oxnard, a municipal corporation (the "**City**") is a third party beneficiary of the terms and conditions of the Agreement.

C. Assignor and Assignee desire to amend the terms and conditions of the Agreement by entering into this Amendment, with the consent of the City as evidenced by its execution of the attached Exhibit B (which is incorporated herein by this reference).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1.1 Amendment. The second paragraph of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Pursuant to and in accordance with all of the provisions of the OPA and Development Agreement, Assignee shall develop, construct, and sell on the Lot 18 Property one hundred fifty-six (156) for-sale affordable units, consisting of no less than sixty-nine (69) and no more than one hundred ten (110) for-sale affordable units made available to and occupied by Low Income Households (as defined in the OPA) and no less than forty-six (46) and no more than eighty-seven (87) for-sale affordable units made available to and occupied by Moderate Income Households (as defined in the OPA)."

1.2 No Other Amendments. Except to the extent that the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect.

1.3 Authority. Each person executing this Amendment represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

1.4 Third Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third party beneficiary of the terms and conditions of this Amendment.

1.5 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment by proper persons thereunto duly authorized, as of the date first set forth above.

"Assignor"

RIVERPARK A, L.L.C.,
a Delaware limited liability company

By: RiverPark Development, LLC,
a Delaware limited liability company
its sole member

By: Riverpark Legacy, LLC,
a Delaware limited liability company
its Sole Member

By: Shea Riverpark Developers, LLC,
a Delaware limited liability company,
its Manager

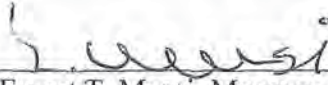
By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By: 
Authorized Agent

By: 
Authorized Agent

"Assignee"

ALDERSGATE INVESTMENT, LLC,
a Delaware limited liability company

By 
Ernest T. Mansi, Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On November 22, 2013, before me, Julie Wilson, notary public, personally appeared John Vander Vede and Mike Ciavri, 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.



Julie Wilson
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On Nov. 25, 2013, before me, LINDA R. SMITH, notary public, personally appeared Ernest T. Mansi, 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.



Linda R. Smith
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013, before me, _____, 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),
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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lot 18 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 150, Pages 76 through 92 of Maps, in the office of the County Recorder of said County.

Except therefrom all oils, gas, minerals and other hydrocarbon substances in and under said land, without, however, the right of surface entry to a depth of 500 feet below the surface and subsurface as reserved in deeds recorded June 16, 1954 in Book 1209, Page 182; December 21, 1954 in Book 1252, Page 429; Book 4723, Page 472 and Dec 8, 1986 as Instrument Nos. 86-175822, 86-175823, 86-175824, 86-175827 and 86-175828 all of Official Records.

APN: 132-0-110-245

EXHIBIT B

CITY OF OXNARD'S CONSENT

The City of Oxnard hereby consents to this Amendment.

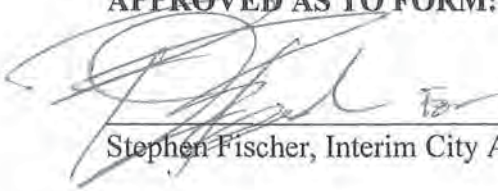
CITY OF OXNARD, a municipal corporation

By: _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013, before me, _____, 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),
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WITNESS my hand and official seal.

Notary Public

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

Recording Requested by and
When Recorded Return to:

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

APN: 132-0-110-245

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
(Owner Participation Agreement)

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (Owner Participation Agreement) (this "**Amendment**") is made and entered into as of _____, 2013, by and between RIVERPARK A, L.L.C., a Delaware limited liability company ("**Assignor**"), and ALDERSGATE INVESTMENT, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Assignment and Assumption Agreement (Owner Participation Agreement) (the "**Agreement**") as of April 6, 2010, which was recorded April 13, 2010, as Instrument No. 20100413-00055291-0 in the Official Records of Ventura County, California in connection with that certain real property described on the attached Exhibit A (which is incorporated herein by this reference).

B. The City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136 (the "**Successor Housing Entity**"), is a third party beneficiary of the terms and conditions of the Agreement.

C. Assignor and Assignee desire to amend the terms and conditions of the Agreement by entering into this Amendment, with the consent of the Successor Housing Entity as evidenced by its execution of the attached Exhibit B (which is incorporated herein by this reference).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1.1 Amendment. The second paragraph of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Pursuant to and in accordance with all of the provisions of the OPA and Development Agreement, Assignee shall develop, construct, and sell on the Lot 18 Property one hundred fifty-six (156) for-sale affordable units, consisting of no less than sixty-nine (69) and no more than one hundred ten (110) for-sale affordable units made available to and occupied by Low Income Households (as defined in the OPA) and no less than forty-six (46) and no more than eighty-seven (87) for-sale affordable units made available to and occupied by Moderate Income Households (as defined in the OPA).”

1.2 No Other Amendments. Except to the extent that the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect.

1.3 Authority. Each person executing this Amendment represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

1.4 Third Party Beneficiaries. Assignor and Assignee acknowledge that the Successor Housing Entity is a third party beneficiary of the terms and conditions of this Amendment.

1.5 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment by proper persons thereunto duly authorized, as of the date first set forth above.

"Assignor"

RIVERPARK A, L.L.C.,
a Delaware limited liability company

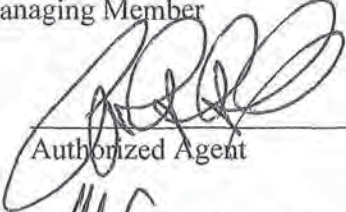
By: RiverPark Development, LLC,
a Delaware limited liability company
its sole member

By: Riverpark Legacy, LLC,
a Delaware limited liability company
its Sole Member

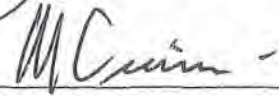
By: Shea Riverpark Developers, LLC,
a Delaware limited liability company,
its Manager

By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By:

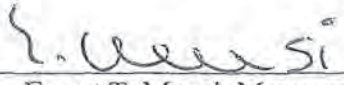

Authorized Agent

By:


Authorized Agent

“Assignee”

ALDERSGATE INVESTMENT, LLC,
a Delaware limited liability company

By 
Ernest T. Mansi, Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On November 22, 2013, before me, Julie Wilson, notary public, personally appeared John Vanderlebe and Mike Gaus 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.



Julie Wilson
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On Nov. 25, 2013, before me, LINDA R. SMITH, notary public, personally appeared Ernest T. Mansi, 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.

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Linda R. Smith
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013, before me, _____, notary public,
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APN: 132-0-110-245

EXHIBIT B

SUCCESSOR HOUSING ENTITY'S CONSENT

The Successor Housing Entity hereby consents to this Amendment.

CITY OF OXNARD, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

By: _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013, before me, _____, notary public,
personally appeared _____, who proved to me on the basis of satisfactory
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I certify under PENALTY OF PERJURY under the laws of the State of California that
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WITNESS my hand and official seal.

Notary Public



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

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. 5-7

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Human Resources _____ Public Works _____

DATE: November 27, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *[Signature]*
Public Works Department

SUBJECT: Agreement with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with Select Staffing for an amount not to exceed \$1,600,000 for contract labor services at the Del Norte Regional Recycling & Transfer Station (Agreement No. A-7632).

DISCUSSION

On October 1, 2013, the City Council approved the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) Business and Transition Plan and authorized staff to implement the plan for the City management, operation and maintenance of the facility. On February 1, 2014, the City will begin operations at the Del Norte Facility as the current operations agreement expires with Republic Services of California, Inc. (Republic). The Business and Transition Plan provides a staffing plan that addresses operational requirements and protects the health and safety of both employees and the public.

On October 15, 2013, the City Council approved Resolution No. 14,434 amending Resolution No. 14,427 authorizing regular full-time positions and the creation of 38 new full-time positions required for operations at the Del Norte Facility. Currently, the City is recruiting for several new full-time positions; however, given the aggressive timeline to begin City operations by February 1, 2014 it is necessary to temporarily hire contract labor until remaining positions can be permanently filled. Contract labor is also utilized at other material recovery facilities for hiring sorters and spotters and to provide timely replacements for specialized or high turnover positions.

On October 21, 2013, the City issued a Request for Proposals (RFP) to sixteen (16) firms, advertised in the City's Website and the local newspaper for contract labor services for the operation and maintenance of the Del Norte Facility. On October 31, 2013 eight firms attended a mandatory pre-proposal meeting. Two firms responded with proposals by the RFP proposal due date of November 19, 2013. After reviewing the proposals, staff determined that Select Staffing is the most qualified firm to provide contract labor services for the Del Norte Facility. Agreement No. A-7632 with Select Staffing is for a two-year term with an amount not-to-exceed \$1,600,000. Most of the cost for contracted labor

Agreement with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)

November 27, 2013

Page 2

is for the initial phase of operation until skilled labor positions are filled permanently by the City. The Agreement with Select Staffing provides temporary labor for the Del Norte Facility only upon the City's request and staffing needs with no obligation required by the City.

Currently Republic utilizes contract labor for sorters and spotters at the Del Norte Facility. Staff will direct Select Staffing to retain the same employees performing as sorters, spotters and in specialized/skilled positions such as operators, mechanics, and customer service representatives to allow for the seamless transition and continuity of operations, as they are familiar with the Del Norte Facility and have been trained for their specific tasks. Select Staffing will also maintain similar hourly pay rates to contracted labor and permanent employees of Republic working at the Del Norte Facility when transitioned to City operation.

FINANCIAL IMPACT

The cost for contracted labor service under Agreement No. A-7632 with Select Staffing is not to exceed \$1,600,000 during the two year term and is funded by the Environmental Resources Fund. The anticipated net savings from existing operating agreement will offset the cost of contracted labor service.

Attachment #1 – Agreement No. A-7632

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. A-7632

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 11th day of December, 2013, by and between the City of Oxnard ("City") and Koosharem LLC and its subsidiaries dba Select Staffing ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the temporary labor services for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 South Del Norte Boulevard in Oxnard, California. Exhibit A of this Agreement provides the specifications to the scope of work that Vendor is responsible to perform. The City will not require temporary personnel to perform any duties beyond those that are called for in such Exhibit and will promptly notify Agency in the event that there is any material change in the terms and conditions of a Vendor Employee's job duties.

2. Vendor shall fill-in the initial temporary positions where needed as directed by City by January 15, 2014 to meet the City's start-up date of February 1, 2014 of performing operations at the Del Norte Facility. Subsequent to the start-up date of February 1, 2014 and through the term of this Agreement, Vendor shall fill-in positions in a timely response upon the request of the City so as not to impede normal operations of the Del Norte Facility. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on December 11, 2013, and shall end on December 11, 2015 with the option to renew for two (2) additional consecutive one (1) year terms upon the consent of the City. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services actually performed as of the effective date of termination. If City pays for any materials, City shall be entitled to the title and possession of such materials. Vendor may terminate this agreement at any time with or without cause by providing 120 days written notice to the City.

4. City shall pay Vendor for the hourly billed rates for positions as specified in Exhibit B of this Agreement. Hourly billed rates from the Vendor to City shall include all costs to provide services to include, but not be limited to, recruitment, background checks, employee wages and benefits, training, screening and testing, and overhead expense. Vendor compensation shall not exceed the amount of \$1,600,000 over the term of this Agreement unless otherwise agreed to in writing by both parties.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims (which may include but not be limited too claims brought by Vendor's employees arising from worker's compensation, wage and hour laws, unemployment compensation, Family and Medical Leave Act, federal and state discrimination laws, and other employment-related claims), demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any (1) negligence by Vendor in the performance of its staff augmentation duties, including pre-employment screening and background checks (2) any gross negligence or willful misconduct of Vendor's employees performing services at City's premises under City's direction and technical supervision, or (3) the violation of law by Vendor or its employees in the performance of Services under this agreement. Vendor's duty to defend is immediate upon tender. Should a dispute arise under this agreement both parties reserve the right to select an attorney of their choice to defend their respective interests

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

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

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

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: Select Staffing, 300 E. Esplanade Drive, Suite 106, Oxnard, CA 93036. Attention: Bryan Berghoefer, Account Manager. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard Del Norte Regional Recycling & Transfer Station – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Housley, Environmental Resources Superintendent.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor agrees to maintain all such records in City.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Oscar Heredia, Area Manager
Select Staffing

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

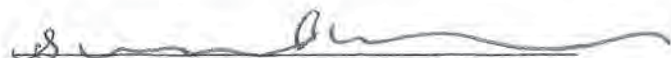
APPROVED AS TO FORM:

APPROVED AS TO AMOUNT

Stephen M. Fischer, Interim City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Todd Housley, Project Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1
Page 1 of 4

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
Page 2 of 4

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

Exhibit A

Scope of Work

The Vendor shall endeavor to recruit current employees at the Facility under the management of the current private contractor and provide hourly pay rates as listed in Exhibit B which are similar to the rates currently being received by employees at the Facility. The City sees advantages to retaining this labor pool due to their experience and expertise in handling the management, operation and maintenance of the Facility. The City's transition to begin operations at the Del Norte Facility is projected to be February 1, 2014. It is imperative to fill-in the initial positions by January 15, 2014 to meet the date of February 1, 2014.

The estimated number of employees at the Facility is: 3 Supervisors (Health and Safety, Maintenance and Zero Waste/Recycling), 27 Sorters and Spotters, 6 Scalehouse/Buyback Center Attendants, 6 Heavy Equipment Operators, 3 MRF Equipment Operators, 3 Maintenance Technicians, 1 Dispatcher, 1 Account Clerk and 1 Office Assistant. The City retains the right to change or add to these positions. Vendor will provide additional expenses in each position at the same cost indicated in Exhibit B.

Oxnard Living Wage Policy

The Vendor shall comply with the Oxnard Living Wage Policy regarding minimum wages and leave time for all employees that are placed by the Vendor at the Del Norte Facility. The Oxnard Living Wage Policy is provided as Exhibit 1 in this Agreement. Vendor will be required to report compliance upon request by City in contract phase and will be subject to surprise requests at any time.

Background Checks

The Vendor shall conduct a background check on each employee that the Vendor places at the Del Norte Facility. Each background check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check. The Vendor must follow all State and Federal laws when conducting background checks. The Vendor shall notify City of any information discovered in the background checks that may be of potential concern for any reason. Rates for types of background checks are included in the Mark Up/Bill Rate in Exhibit B of this Agreement.

Invoicing

The Vendor shall submit an invoice to the City for each employee placed at the Del Norte Facility each week for the previous week's labor services. Each invoice shall detail each employee's number of hours worked and the rate set forth in the contract. Each weekly invoice shall be accompanied by a copy of the employee's time cards signed by the City. Invoices that are not disputed by the City for more than thirty (30) days after the invoice date will be deemed correct.

Reporting Requirements

The Vendor shall prepare and submit to City, and maintain throughout the term of the contract, an updated emergency contact list for the Vendor as well as for each employee placed at the Del Norte Facility. The Vendor shall also prepare and submit a monthly report to the City which will serve to address identified issues, problems, and service improvements as well as provide statistical data. Both the City and Vendor shall mutually agree upon the format of the reports.

Applications to Employees at Del Norte Facility

The Vendor shall provide employment applications to the employees currently working at the Facility after the date of award of the contract. All employees shall meet the standards and requirements of employment described in this Agreement; the standards and requirements of employment of the Vendor; and the standards and requirements of any applicable local, state, and federal laws. The Vendor shall extend an offer of employment to the Facility employees to perform the required work to the extent that there is work for the employees. If the number of qualified employees in any of the job classifications is greater than the number of positions open in the respective job classifications, the Vendor shall fill the positions with the Facility employees to the extent that it chooses and at the rates specified in Exhibit B.

In the event that the number of positions open in the respective job classifications exceeds the number of qualified Facility employees the Vendor shall fill the open positions in the respective job classifications using employees hired from the Vendor's general pool of labor workforce.

Number of Facility Employees Subject to Change

The amount or types of material processed can and will change during the course of the Agreement between the City and the Vendor. In addition, the City may modify the operation of the Facility during the term of the Agreement due to changing market conditions, holiday observance, or other factors. Should such conditions change, the Vendor may be directed by the City to change its work force accordingly. The City has full discretion for the hours of operation and number of employees it shall utilize from the Vendor. The start times and the number of employees working in each job classification are subject to change by the City as provided for herein.

Maintenance of Records

Employee records related to time keeping, onsite training for job skills, and safety training shall be maintained by the Vendor. These records shall be made available to City, Occupational Health and Safety Administration (OSHA) and other regulatory agencies upon request. Upon completion or termination of this agreement these records shall be turned over to the City.

Cooperation with Others

The Vendor shall not willfully or unnecessarily interfere with the operation of the Facility, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with

any other performing services at the facility. All formal communications shall take place only between the City's Environmental Resources Superintendent and the Vendor except in an emergency.

Qualifications

All employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. All employees shall be properly trained with respect to health and safety prior to start of work at this facility. The Vendor shall conduct a statewide background check of all candidates that includes, but is not limited to, identifying convictions for a misdemeanor, felony, etc. If there are misdemeanor or felony convictions, the Vendor shall discuss the results with the City. The employment of the subject employee at the City facility shall be subject to City discretion.

The Vendor, at its sole expense, shall provide its employees with OSHA certified training on the proper operation of the front-end articulating loaders, skid steers, mini loaders, lift trucks, forklifts, man-lifts, materials handlers, wheel loaders, boom-basket lifts, sweepers, excavators; Materials Recovery Facility (MRF) stationary equipment such as balers, conveyors, grinders, mechanical screens and/or materials separation devices prior to the start of the work covered by this Agreement. A copy of each employee certification shall be forwarded to the City prior to operation of any equipment. The City shall not permit Vendor employees to work in excess of hours reported to Vendor for payment and will ensure that all legally required rest and meal periods are taken by such employees.

The City, at its sole expense, will provide the employees with the initial training on the proper operation of the mobile and stationary equipment prior to the start of the work covered by this Agreement and provide additional training at its discretion.

Payroll Checks and Reports

All employees shall be paid in full each week with a check that includes pay for all hours worked during that previous week, less required deductions and deductions authorized by the employee. The Vendor shall produce certified payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to Employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the Employee. Upon written request, the City may audit any and all payroll records of the Vendor relating to the work provided pursuant to the Agreement. The Vendor shall maintain all payroll records and time reports throughout the term of the Agreement.

Before the commencement of work, the Vendor shall provide the City with a roster of all employees that identifies their names, job classifications, whether they are full time or part time employees, and the normal shift that the employees are typically assigned to work. The Vendor shall immediately verbally notify the City when there is a change to the roster and shall provide the City with a new written roster within two working days of such change.

Compliance with Laws and Regulations

The Vendor and City shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, labor, and safety laws, rules, regulations, ordinances, and site permit conditions.

Medical Insurance

The Vendor shall make available a medical insurance plan for employees placed at the Del Norte Facility. The medical insurance plan shall be compliant to the minimum requirements of the Affordable Care Act which becomes effective on January 1, 2014. The medical insurance plan shall describe the medical policy, and a summary of the benefits, describing coverage levels and deductibles.

Hazardous Waste:

There may be incidental hazardous waste (i.e. pesticides, liquids, cleaning fluids, gases, sludges) present in the waste and materials accepted at the Facility. Trained Sorters should recognize and recover such material from the waste stream at the Facility. The City will designate areas at the Facility for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste from the facility and for its proper recycling, treatment and/or disposal.

General Conditions

The Vendor shall designate a start time for each employee. However, the start times of the work hours are at the discretion of the City and can be altered with a one (1)-day notice to the Vendor. In the event of unusual circumstances such as power failure, back log, mechanical failure, lack of material or lack of work, the City can, with one (1)-hour notice, halt the use of the employees without incurring any additional liability to the City, and the Vendor shall be entitled to compensation only for the hours actually worked, including the one-hour notice, or a minimum of four (4) hours per day for those employees that were scheduled to work more than (4) hours that day and were halted prior to working (4) hours.

The hourly employees provided by the Vendor could have a full-time workweek that consists of five (5) workdays or a part-time work week that is less than five (5) workdays. A workday consists of eight (8) hours, exclusive of the meal period. Employees shall have two (2) paid fifteen (15) minute break periods and a one unpaid thirty (30) minute meal period per an eight (8) hour workday. Break periods will be prorated for workdays less than eight (8) hours.

The City will provide the Vendor with a mutually acceptable location to place the Vendor's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Vendor's employee time clock. The Vendor shall provide and maintain, at its sole expense, its employee time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the City shall be notified immediately. The time card for each

employee shall accurately state the time billable to the City. The Vendor and City Project Manager as identified in the contract shall sign each time card.

The hours of operation at the Del Norte Facility are from 6:00 a.m. to 5:00 p.m. Monday through Saturday and closed on Sunday. The Facility is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Health and Safety

The City shall make all necessary provisions for the health and safety of employees during the hours of their employment at the Facility. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to properly protect employees from injury. City shall ensure that safety equipment is being utilized by its employees where necessary.

Whenever an employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering or cleaning the same.

Employees working at the Facility shall receive health and safety orientation and periodic safety training by the City. Training for all employees may consist of, but is not limited to, injury and illness prevention, personal protective equipment, bloodborne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, man-lift, loader and excavator training, and any other required training to comply with OSHA regulations. All training and associated costs is the responsibility of the City and is performed during working hours. The Vendor can use the facility conference room or lunch room to conduct orientation and/or employee training.

Employees at the facility shall observe the necessary site safety rules in performing the work and obey all traffic safety signs, traffic directors, and/or other posted directions at the facility. The City shall ensure employees comply with all safety programs, policies, including wearing of PPE. The employees shall wear at all times appropriate work clothing and safety equipment necessary to properly protect employees from injury and other potential work place exposures. The City shall not allow any employee dressed inappropriately to work at the facility. The use of ear sets in conjunction with cell phones or other electronic devices shall not be permitted during operating hours.

Employees shall follow the City and Del Norte Facility work policies including attendance and appropriate dress policies. They shall abide by security and appropriate use policies as well as harassment in the workplace, violence in the workplace, drug free workplace policies. The City shall provide Vendor a copy of the aforementioned policies upon award of contract. The Vendor shall provide copies of their policies to the City regarding harassment in the workplace, violence in the workplace, and drug free workplace policies.

Because the City controls the facilities in which Employees work, it is agreed that the City shall be primarily responsible for compliance with OSHA and comparable state laws and regulations

thereunder; to the extent those laws apply to Employees assigned to City's facilities, except as may be otherwise agreed in writing and signed by both parties hereto.

Discharge, Warning and Protest

The City shall be the sole judge of the qualifications and competency of its employees at the Facility, and may discharge any employee deemed unsatisfactory, except as provided herein. The Vendor may discharge or otherwise discipline any Employee for just cause. The Vendor shall have the discretionary right to dismiss from the Facility any employee who does not conform to the Vendor's policies and working rules or standards. The City reserves the right to point out deficiencies or misconduct of Vendor's employees if operation of the facilities is impacted and require follow through from Vendor to take corrective measures to remedy the issue.

EXHIBIT B
RATE SCHEDULE

Vendor shall provide pricing based on the requirements and terms set forth in this Agreement. Pricing must be all-inclusive and cover every aspect of the project and indicate the bill rate and mark-up for each position. The rates herein shall be incorporated into the contract between the City and Vendor.

POSITION	HOURLY PAY RATE	HOURLY BILL RATE	% MARK UP (INCLUDED IN HOURLY BILL RATE)	OVERTIME BILL RATE	% MARK UP (INCLUDED IN OVERTIME RATE)
Health and Safety Supervisor	\$25.73	\$40.14	56%	\$55.96	45%
Maintenance Supervisor	\$25.73	\$40.14	56%	\$55.96	45%
Zero Waste/Recycling Supervisor	\$25.73	\$40.14	56%	\$55.96	45%
Scalehouse/Buyback Center Attendant	\$15.02	\$23.43	56%	\$32.67	45%
Heavy Equipment Operator	\$16.62	\$25.93	56%	\$36.15	45%
Maintenance Technician	\$16.81	\$26.22	56%	\$36.56	45%
MRF Equipment Operator	\$16.14	\$25.18	56%	\$35.10	45%
Dispatcher	\$15.35	\$23.33	52%	\$32.47	41%
Sorter/Spotter	\$15.02	\$23.43	56%	\$32.67	45%
Sorter/Spotter (not currently employed at Del Norte Facility)	\$14.51	\$22.64	56%	\$31.56	45%
Account Clerk	\$19.30	\$29.34	52%	\$40.82	41%
Office Assistant	\$16.31	\$24.79	52%	\$50.36	41%

Select Staffing reserves the right to unilaterally adjust the rates noted above, if there is an increase in (either state or federal minimum wage or insurance costs (including the Healthcare Reform Act), associated with providing temporary help-services to the City. Any such increase would be preceded by no less than thirty days written notice to the City.

**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". Policy provides incidental coverage only; Vendor's employees are strictly prohibited from driving any vehicles on assignment for the benefit of City or Del Norte without executing Vendor's vehicle agreement.

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7632
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 pursuant to Section 6a of this Agreement. Except as limited in the indemnity Section 6a of this Agreement, 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 in regards to the indemnity obligations expressed herein (**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.

12/13

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 \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7632 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, BY MAIL OR 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: _____ NAMED INSURED TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ ☐ Per Occurrence APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS: _____ OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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 <table style="width: 100%;"> <tr> <td style="width: 45%; vertical-align: top; padding: 5px;"> CITY OF OXNARD Attn: Risk Manager Reference No. A-7632 300 W. Third Street, Suite 302 Oxnard, CA 93030 </td> <td style="width: 55%; vertical-align: top; padding: 5px;"> 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 _____ </td> </tr> </table>				CITY OF OXNARD Attn: Risk Manager Reference No. A-7632 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 _____				
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[illegible]



Meeting Date: 01/07/14

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

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. 5-8Reviewed By: City Manager *mmh* City Attorney *pt* Finance *JC* Public Works _____ Other _____

DATE: December 9, 2013

TO: City Council

FROM: *R.R.*
Rob Roshanian, Interim Public Works Director
Public Works DepartmentSUBJECT: **Agreement with Qualified Vendors to Buy Recyclable Material at the Del Norte Regional Recycling and Transfer Station**

RECOMMENDATION

That City Council approve and authorize the Purchasing Agent to execute agreements with vendors to buy recyclable material from the Del Norte Regional Recycling & Transfer Station (Del Norte Facility).

DISCUSSION

On October 1, 2013, the City Council approved the Del Norte Facility Business and Transition Plan and authorized staff to implement the plan for the City to manage, operate and maintain the Facility by February 1, 2014 when the current operations agreement expires with Republic Services. Given the expeditious timeline to begin operations, staff is seeking qualified vendors that buy recyclable material from material recovery facilities (MRF). In FY 2012-13, the Del Norte Facility sold 19,628 tons of recyclable material for net revenue of \$1,761,315, which was split 50/50 between the City and Republic Services in accordance with the existing operating agreement. Recyclable material processed at the Del Norte Facility consists of mixed paper, cardboard, plastics, glass, aluminum cans and tin cans and all grades of scrap metals.

On November 1, 2013, the City issued a Request for Qualifications (RFQ) to 35 vendors that buy recyclable material from material recovery facilities. Nine vendors submitted qualifications by the RFQ due date of December 5, 2013. After reviewing the qualifications, staff determined that all nine of the following vendors are qualified to buy recyclable material from the Del Norte Facility. The vendors are: Envision Plastics, Ralison International, SA Recycling, Standard Industries, Oxnard Pallet, Potential Industries, Dubitec American, Berg Mill Supply Company, and Allen Company. These vendors have extensive experience in buying a broad range of recyclable material from MRFs including the Del Norte Facility and selling the material to domestic and foreign manufacturers where the material is used to make consumer products.

Generally, publicly and privately owned MRFs sell their recyclable material to vendors offering the highest buy price in lieu of hiring a broker to find buyers for the material. The MRF process of buying and selling recyclable material is an on-going daily activity. MRF operators send bid notices to

Agreement with Qualified Vendors to Buy Recyclable Material at the Del Norte Regional Recycling and Transfer Station

November 25, 2013

Page 2 of 2

vendors for material that is available for sale at their MRF site. The vendor providing the highest responsible bid is awarded the material to purchase and submits a purchase order to the MRF site operator to complete the terms and conditions of the transaction. Significant cost savings result from not hiring a broker. Broker fees range from 15% to 25% of net revenues generated which would cost the City up to \$440,000 per year based on the City's net revenue sales in FY 2012-13 of \$1,761,315.

The agreement between the City and Vendor requires the Vendor to maintain insurance and indemnify, the City, from liability, arising from the Vendor's performance under the Agreement. Staff will continue seeking vendors who have an interest in buying recyclable material from the Del Norte Facility. Additional vendors will enhance competition and induce higher buy prices for recyclable material processed at the Del Norte Facility.

FINANCIAL IMPACT

There is no financial cost impact to the City entering into agreements with Vendors that allow them to buy recyclable material at the Del Norte Facility. The revenues received from the sale of recyclable materials depend on the strength of the national and world economy. Based on the current market conditions and historical revenues, conservative projection of net revenues for next fiscal year (FY 2014-15) from the sale of recyclable material is in the range of approximately \$1,200,000 to \$1,600,000.

Attachment #1 – Standard Vendor Agreement

AGREEMENT FOR TRADE SERVICES

Contract No. [_____]

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this ____ day of January, 2014, by and between the City of Oxnard ("City") and [***NAME OF VENDOR***] ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Services").

2. Vendor shall provide the Services during scheduled office hours Monday through Friday from 8:00 a.m. to 5:00 p.m. on an on-call basis. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email. Vendor shall schedule a pickup within forty-eight (48) hours of the initial call or email upon request of City. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on January 15, 2014, and shall end on January 14, 2015 with an option to renew for (2) two additional consecutive (1) year terms upon the consent of City. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall send a monthly invoice to Vendor for Vendor's receipt, purchase, transport and market of recyclable materials obtained the previous month from the Del Norte Regional Recycling and Transfer Station located at 111 South Del Norte Boulevard, Oxnard, California. Vendor's payment to City shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation, and any other cost directly or indirectly relating to the work Vendor performed and completed to receive, purchase, transport and market recyclable material.

5.

a. To the fullest extent permitted by law, Vendor 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 Vendor's performance of this Agreement or Vendor'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. Vendor'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 Vendor's duty to

indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. 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.

6. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

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

8. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: [***ENTER VENDOR CONTACT INFORMATION HERE***]. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030. Attention: Todd Vazquez-Housley, Environmental Resources Superintendent.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor 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.

CITY OF OXNARD

VENDOR

Karen R. Burnham, Interim City Manager

[***VENDOR***]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Todd Housley, Project Manager

Exhibit A

SCOPE OF SERVICE

The Vendor shall perform work to include, but not limited to, the furnishing of all labor, supervision, equipment, services, materials, supplies, material shipment/transport and all other items necessary to receive, purchase, transport and market the recyclable material that is produced from the Del Norte Facility located at 111 South Del Boulevard, Oxnard, CA 93030.

The Vendor shall submit bids for the purchase of recyclable material in response to bid notices issued periodically by City, and shall provide timely and accurate payment for the material purchased through such bids. The Vendor shall market single or a variety of commodities such as fiber, aluminum, plastics, ferrous and non-ferrous metals and glass.

The services to be performed under this Agreement will include the following tasks and any modifications agreed to during the Agreement negotiation process. Vendor selected for this project shall demonstrate expertise in the collection, transport and market of recyclable material.

Additionally, the Vendor shall provide the following services to include, but will not necessarily be limited to, the following:

1. Vendor shall obtain all required Federal, State, and local permits necessary for the operation of the receiving, purchasing, transporting, and marketing recyclable materials and the administration of all responsibilities of Vendor.
2. Vendor shall designate a Supervisor that shall represent Vendor and be responsible for overseeing the project.
3. Vendor assumes all responsibility allowed by law for the proper management of recyclable material from the point at which Vendor accepts it at the Del Norte Facility for transportation to the point at which it reaches the destination.
4. Duties of Vendor will include, but not be limited to, providing for packaging materials, safety equipment, labels, appropriate bill of lading shipping papers, and other labor, equipment and materials used in conjunction with recyclable material collection, transportation and market destination. All packing equipment shall meet applicable requirements of Federal, State, and local laws and regulations.
5. Vendor will ensure that all personnel working to collect, transport, and market recyclable material, including subcontractors, will have received training appropriate to their assigned tasks and that this training is current.
6. Vendor shall only utilize vehicles that are properly equipped, licensed, insured and have all other certifications needed for the safe and legal transportation of collected recyclable material. Vendor shall ensure that all drivers transporting collected recyclable material have all required Federal and State licenses.

7. Vendor will arrange for the ultimate market disposition of the recyclable material. City will not be responsible for additional costs incurred as a result of a handling, storage, and end user or recycling facility refusing to accept any recyclable material from Vendor.
8. If and when feasible and profitable, the City desires to foster the development of local markets to improve the benefits of the local economy. The Vendor shall make it a priority to identify and provide material to local markets, if local markets are available or can be developed.
9. City shall send a monthly invoice to the Vendor for all recyclable material that was received by the Vendor at the Del Norte Facility for the previous month. Invoice shall include all transaction dates, weight tickets, material types, material purchase price and all other pertinent items and any other cost directly or indirectly relating to the work performed and completed by the Vendor.
10. Vendor shall identify markets, where and when applicable, that accept non-traditional recyclable material and other waste products for the benefit of the City's waste diversion and recycling program.

**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.

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INS-B.doc

ATTACHMENT 1
PAGE 7 OF 10

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$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 [x] 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

ATTACHMENT 1PAGE 8 OF 10

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE							
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER Telephone: _____ NAMED INSURED			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence										
TYPE OF INSURANCE			CITY AGREEMENTS/PERMITS 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:										
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="padding: 5px;">EACH OCCURRENCE</th> <th style="padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____		
LIABILITY LIMITS IN THOUSANDS \$													
EACH OCCURRENCE	AGGREGATE												
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: 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. 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. 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. 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. 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. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - 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 _____									

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

Prepared By: Lou Balderrama, City Engineer *For* Hand Delivered Agenda Item No. S-9

Reviewed By: City Manager *mmh* City Attorney *BT* Finance *JC* Public Works

DATE: December 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

For RR

SUBJECT: Approval of Award of Contract No. A-7626 to Granite Construction Company for PW13-08 Victoria Avenue Improvement Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Contract No. A-7626 with Granite Construction Company in the amount of \$867,399 for Project Specification No. PW13-08 for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.

DISCUSSION

On September 17, 2013, the City Council approved Project Specification No. PW13-08 and authorized the solicitation of bids for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.

The Victoria Avenue Improvement Project consists of removal of the existing asphalt concrete sidewalk, berm and the regrading of an existing open channel. The project includes the construction of an additional asphalt concrete lane and reconstruction of the street shoulder along Victoria Avenue. The project will modify existing striping for the additional lane to provide for three Northbound through lanes and a bike lane. The street shoulder work includes the construction of concrete curb, gutter and sidewalk, drainage catch basins, and local depressions. The project scope also includes installation of a multi-use trail, median, traffic striping and street lighting. The new improvements will enhance the safety of pedestrians and school students who walk along Victoria Avenue, which is a high speed primary arterial in the City of Oxnard.

A pre-bid meeting was conducted on October 16, 2013 and was well attended by contractors. The bid opening was held on November 6, 2013, and eight bids were received. The lowest responsible responsive bidder is Granite Construction Company for \$867,399.

**Approval of Award of Contract No. A-7626 to Granite Construction Company for PW13-08
Victoria Avenue Improvement Project
December 10, 2013
Page 2 of 2**

The project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the street, and over 25 years to curbs, gutters and sidewalks. The project specifications are in compliance with the Americans with Disabilities Act.

The City was awarded federal funds from the Surface Transportation Act (STA) for the construction of the Victoria Avenue Improvement Project. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans.

FINANCIAL IMPACT

Sufficient funding is appropriated in the Victoria Avenue Improvement Project No. 083139 from federal-aid awarded under STA and with required local matching sources from the Transportation Development Act Fund and Circulation System Improvement Fees for this project.

Attachment #1 - Contract No. A-7626
#2 - Project Site Map

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: January 7, 2014
SPECIFICATION NUMBER: PW13-08 (Fed. # STPL-5129(073))
NAME OF CONTRACTOR: Granite Construction Company
ADDRESS: 585 W. Beach St. / P.O. Box 50085
Watsonville, CA 95076
Phone: 831-724-1011 Fax: 831-768-4021

PROJECT DESCRIPTION: Victoria Avenue Improvement Plan (from Gonzales Road to Gum Tree Street) –The project consists of additional asphalt concrete lane and reconstruction of street shoulder along Victoria Ave. from Gonzales Road to Gum Tree Street.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 7th day of January, 2014, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$867,399.00

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; asphalt concrete Type III; unclassified excavation; aggregate base Class 2; unclassified fill; construct 6-inch & 8-inch thick PCC pavement with rebar; construct 8-inch Portland Concrete Cement curb (A1-8); install colored stamped concrete @ median; remove & replace pcc cross gutter and/or spandrel; install curb ramp case A type 2; install truncated dome; install 18-inch CMP; install 71-in. x 47-in. CMP arch; install concrete collar; install curb opening catch basin 3.5-ft. wide & 7-ft. wide; install junction structure No. 3; install 18-inch RCP class III=1350D; relocate 10-ft signal pole and all attachments; relocate service enclosure; install street lightings; install traffic striping, pavement markings, & street signs; and all incidental and appurtenant improvements and restorations specified on the Plans and Special Provisions.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7626
- (C) Addenda - Numbers Clarification (1)
- (D) Specification Number PW13-08
- (E) Plans or Drawing Number 12-28A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

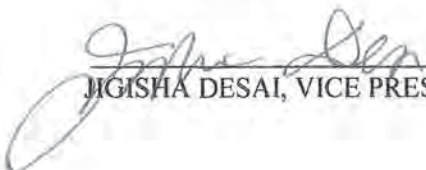
6. TIME OF COMPLETION

The time limit for the completion of the work is 180 calendar days beginning 14 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: Granite Construction Company

TIM FLYNN, MAYOR

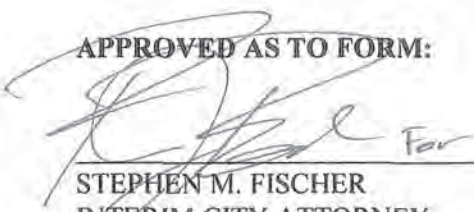


JIGISHA DESAI, VICE PRESIDENT

ATTEST

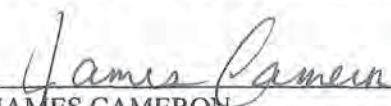
DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:



STEPHEN M. FISCHER
INTERIM CITY ATTORNEY

APPROVED AS TO INSURANCE:



JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



LOU BALDERRAMA, PW CITY ENGINEER

 FOR PW

ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

CITY OF OXNARD **Fed. Proj.#STPL-5129(073)**
SPECIFICATION NUMBER PW13-08

**CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. **CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).**

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. **CERTIFICATION REGARDING WORKERS'S COMPENSATION**

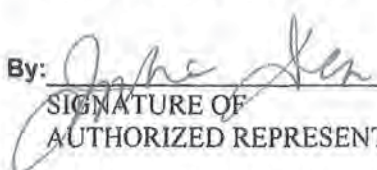
I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Granite Construction Company

FIRM/COMPANY NAME

Jigisha Desai, Vice President

NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

By: 

SIGNATURE OF
AUTHORIZED REPRESENTATIVE

11/22/2013
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER PW13-08

Fed. Proj.#STPL-5129(073)

Premium included in Performance Bond

Bond Nos.: 82331302 Federal
105983486 Travelers
09131946 F&D

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on _____, 2013 awarded to **Granite Construction Company**
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: **Contract No. -A-7626**
PW13-08-Victoria Ave. Improvement Plan-Gonzales Rd. to Gum Tree St.

Now, therefore, Principal and **Federal Insurance Company***

("Surety") agree to be bound to the City of Oxnard in the sum of **Eight Hundred Sixty Seven Thousand Three Hundred Ninety Nine & 00/100**
Dollars (\$ **867,399.00--**), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

***Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Jointly and Severally Liable**

CITY OF OXNARD
SPECIFICATION NUMBER PW13-08

Fed. Proj.#STPL-5129(073)

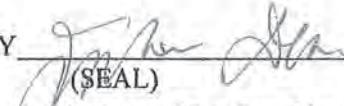
PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 22nd day of November, 2013.

Granite Construction Company
PRINCIPAL

BY 
(SEAL)
Jigisha Desa, Vice President

Federal Insurance Company*
SURETY

BY 
(SEAL)
Lillian Tse, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On November 22, 2013 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Lillian Tse
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  (Seal)
V.J. Fox, Notary Public



CITY OF OXNARD Fed. Proj.#STPL-5129(073)
SPECIFICATION NUMBER PW13-08

Premium: \$4,048.00

Bond Nos.: 82331302 Federal
105983486 Travelers
09131946 F&D

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Granite Construction Company ("Contractor"), as Principal,
and Federal Insurance Company* ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of see below Dollars (\$), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

Eight Hundred Sixty Seven Thousand Three Hundred Ninety Nine & 00/100 **(\$867,399.00)**

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Contract No. -A-7626

PW13-08-Victoria Ave. Improvement Plan-Gonzales Rd. to Gum Tree St.

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 22nd day of November, 2013.

Granite Construction Company
PRINCIPAL

BY Jigisha Desa
(SEAL)
Jigisha Desa, Vice President

Federal Insurance Company*
SURETY

BY Lillian Tse
(SEAL) Lillian Tse, Attorney-in-Fact

*Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Jointly and Severally Liable

ACKNOWLEDGMENT

State of California
County of Santa Cruz

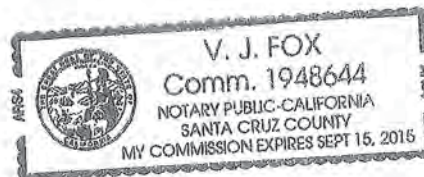
On November 22, 2013 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Lillian Tse
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  (Seal)
V.J. Fox, Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries alone or in joint venture in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th day of April, 2013**.


Dawn M. Chloros, Assistant Secretary

STATE OF NEW JERSEY

ss.

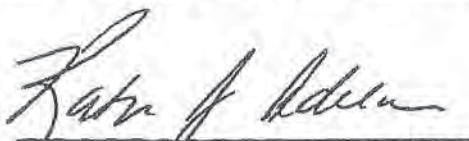
County of Somerset

On this **10th day of April, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

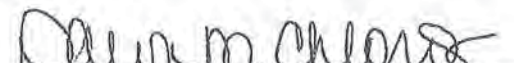
I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- the foregoing extract of the By-Laws of the Companies is true and correct,
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

November 22, 2013




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 226331

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John D. Gilliland, Jigisha Desai, Cynthia P. Johnson, Kathleen Schreckengost, Catherine Gustavson, Ashley Stinson, and Lillian Tse** of the City of **Watsonville**, State of **California**, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

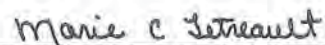

Robert L. Raney, Senior Vice President

On this the 14th day of March, 2013, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **November 22, 2013**



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jigisha DESAI, Catherine GUSTAVSON, Cynthia P. JOHNSON, Kathleen SCHRECKENGOST, John D. GILLILAND, Ashley STINSON and Lillian TSE**, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, issued on behalf of Granite Construction Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of March, A.D. 2013,



Geoffrey Delisio

By: _____
Vice President – Geoffrey Delisio

Gerald F. Haley

By: _____
Assistant Secretary – Gerald F. Haley

State of Maryland
County of Baltimore

On this 1st day of March, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

By: _____
Constance A. Dunn - Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

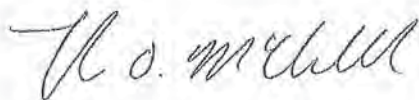
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

This **November 22, 2013**



Thomas O. McClellan, Vice President



SPECIFICATION NUMBER PW13-08 Fed. Proj. #STPL-5129(073)
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS Exhibit INS-G
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7626
300 West Third Street, Suite 302
Oxnard, California 93030

3. Contractor 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. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-G 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 or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. 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 Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors 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 notice 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-G.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0G62759 1-415-486-7000
Aon Risk Insurance Services West, Inc.

199 Fremont Street, Suite 1500

San Francisco, CA 94105

INSURED
GRANITE CONSTRUCTION COMPANY

P.O. BOX 50085

WATSONVILLE, CA 95077

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: VALLEY FORGE INS CO

20508

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 37029744

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	GL 2074978689	10/01/12	10/01/15	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ NIL
	☒ Contractual Liability						PERSONAL & ADV INJURY \$ 2,000,000
	☒ XCU Hazards						GENERAL AGGREGATE \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY	X	X	BUA 2074978692	10/01/12	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ Contractual						\$
	☐ SCHEDULED AUTOS						
	☒ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 274978644 (AOS)	10/01/12	10/01/15	☒ WC STATUTORY LIMITS ☐ OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 274978630 (CA)	10/01/12	10/01/15	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

JOB NO. 207-421661 CITY OF OXNARD CONTRACT NO. A-7626; SPEC. NO. PW 13-08; FED AID NO. STPL-5129(073)
VICTORIA AVENUE IMPROVEMENT PLAN - GONZALES ROAD TO GUM TREE STREET

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE NAMED ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT FORMS.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

CERTIFICATE HOLDER

GCCO JOB NO. 207-421661
REFERENCE NO. A-7626
CITY OF OXNARDRISK MANAGER
300 WEST THIRD STREET, SUITE 302

OXNARD, CA 93030

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
Mosborne
37029744

The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

11/20/2013

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

SUPP (10/00)

Attachment No. 1
Page 18 of 22



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations

(As required by "written contract" per Paragraph A. below.)

The insurance afforded to the additional insured only applies to the extent permitted by law.

Locations of Covered Operations

(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalfin the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an



additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

G-140331-C
(Ed. 10/10)

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Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the General Liability Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Waiver of Subrogation

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

POLICY NUMBER: BUA2074978692
Granite Construction Incorporated
Effective 10-01-12

COMMERCIAL AUTO
CA2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

The coverage afforded to the additional insured shall operate as **primary insurance** only if the written contract requires that this insurance be primary. No other insurance maintained by the additional insured shall be called upon to contribute to a loss hereunder if the written contract requires that such other insurance shall be non-contributory.

The insurance afforded to the additional insured only applies to the extent permitted by law.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

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Page 1 of 1

Waiver of Subrogation

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Attachment No. 1
Page 21 of 22

Notice of Cancellation

In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This endorsement does not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice:

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

It is agreed that Part One – Workers Compensation Insurance G. Recovery From Others and Part Two – Employers Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Endorsement Effective: 10/01/12

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B

(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in item 3.A of the information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/12

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05

(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 10/1/12

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/12

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313

(Ed-4-84)



LOCATION MAP

VICTORIA AVE. (from GONZALES RD. to GUM TREE ST.)
IMPROVEMENT PROJECT
SPECIFICATION No. 13-08