

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
September 9, 2014
4:30 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 5 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

1. SUBJECT: Designation of "Purple Heart City"

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

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.

H. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2013-2014.

RECOMMENDATION: Continued to September 16, 2014

Legislative Body: CC

Contact: Juliette Dang

Phone: 385-7493

I. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change), and Negative Declaration No. 2014-02, for the properties located at 2011, 2100, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue. (001)

RECOMMENDATION: 1) Adopt a resolution (i) approving Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amending the General Plan Land Use Map; and (iii) adopting negative declaration (ND. No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacifica Avenue; and 2) Approve the first reading by title only and subsequent adoption of an ordinance (i) approving Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations of property; and (iii) adopting negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

Legislative Body: CC

Contact: Douglas Spondello

Phone: 385-3919

J. APPOINTMENT ITEMS

K. REPORTS

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2015 – June 30, 2015. (057)

RECOMMENDATION: Adopt a Resolution approving the Seventh Recognized Obligation Payment Schedule (ROPS) 14-15B covering the period of January 1, 2015 – June 30, 2015.

Legislative Body: SA

Contact: Kymberly Horner

Phone: 385-7407

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 24; July 1, 8, 15, 22, 2014; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for June 10, 17, 24; July 1, 8, 15, and 22, 2014. (063)

RECOMMENDATION: Approve.

Legislative Body: CC/SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (093)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

3. SUBJECT: Agreement No. 6856-14-CM –General On-Call Engineering Services. (097)
RECOMMENDATION: Approve and authorize the Mayor to execute Agreement with Penfield & Smith Engineers (6856-14-CM) in the not-to-exceed amount of \$750,000 for general on-call engineering services for three years beginning on September 9, 2014.
Legislative Body: CC Contact: Patricia Friend/ Phone: 385-7950
Michael Henderson

City Treasurer Department

4. SUBJECT: Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014. (123)
RECOMMENDATION: Accept the Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014.
Legislative Body: CC Contact: Danielle M. Navas Phone: 385-7810

Development Services Department

5. SUBJECT: Final Parcel Map PZ No. 12-300-02. Filed by Dionisio Rodriguez, D.A.L., LLC, 2600 Stern Lane, Oxnard, California 93035. (131)
RECOMMENDATION: Adopt a resolution approving Final Parcel Map PZ No. 12-300-02 for property located approximately 100 feet southeast of the intersection of West Pleasant Valley Road and Charles Street (APN: 222-0-102-240 and 222-0-102-260).
Legislative Body: CC Contact: Douglas Spondello Phone: 385-3919
6. SUBJECT: Special Budget Appropriations for Bicycle Facilities at C Street and in the Northeast Community Specific Plan (NECSP). (143)
RECOMMENDATION: 1) Recognize and appropriate \$58,536 of federal grant to the “Bike Facilities NE Plan” Project; 2) Appropriate Transportation Development Act / Bicycle and Pedestrians Funds in amount of \$93,250 to the “Bike Facilities NE Plan” Project; and 3) Recognize and appropriate \$27,825 of federal grant to the “C St Bike Facilities” Project.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Fire Department

7. SUBJECT: Donation of Equipment to Allan Hancock College. (149)
RECOMMENDATION: Adopt a resolution: 1) Approving an Equipment Donation Agreement with Allan Hancock College; 2) Authorizing the Mayor’s execution of the Equipment Donation Agreement; and 3) Authorizing the Oxnard Fire Chief to donate Equipment to Allan Hancock College pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of the resolution and the Mayor’s execution of the Equipment Donation Agreement.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708
8. SUBJECT: Authorization to Submit an Application to Federal Emergency Management Agency (FEMA) for the 2014 Staffing for Adequate Fire & Emergency Response (SAFER) Grant. (159)
RECOMMENDATION: Adopt a resolution authorizing the submittal of a grant application to FEMA for 2014 SAFER grant funds in the amount of \$3,118,613.40.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Police Department

9. SUBJECT: Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard. (161)
 RECOMMENDATION: Approve and authorize the Mayor to execute the Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard, relating to the Oxnard Police Department's response to criminal and/or terrorist incidents at Naval Base Ventura County.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7751
10. SUBJECT: Memoranda of Understanding between Various Local School Districts and the City of Oxnard Police Department. (169)
 RECOMMENDATION: Approve and authorize the City Manager to execute the Fiscal Year 2014-15 Memoranda of Understanding (MOU) between the Rio School District, Hueneme School District, Oxnard School District and Oxnard Union High School District for the School Resource Officer (SRO) Program.
Legislative Body: CC Contact: Luis Mancha Phone: 385-7625

C. CLOSED SESSION - Continued from Page 1.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Southern California Gas Co., et al.

Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA

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

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Malcolm Pirnie, et al., Los Angeles County Superior Court, Case No. BC469176

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

T. ADJOURNMENT



Meeting Date: 9/9/2014

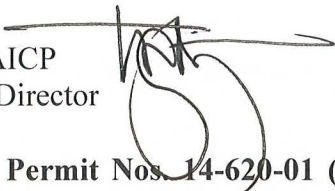
ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Douglas Spondello, Associate Planner  Agenda Item No. I-1

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

DATE: August 25, 2014

TO: City Council

FROM: Matthew G. Winegar, AICP 
Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change), and Negative Declaration No. 2014-02, for the properties located at 2011, 2100, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

RECOMMENDATION

That City Council:

1. Adopt a resolution (i) approving Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amending the General Plan Land Use Map; and (iii) adopting negative declaration (ND. No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacifica Avenue.
2. Approve the first reading by title only and subsequent adoption of an ordinance (i) approving Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations of property; and (iii) adopting negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

DISCUSSION

The Project includes five properties at the intersection of Oxnard and Statham Boulevards (see Attachment 1). The Applicant is requesting the proposed 2030 General Plan and zone designation changes to improve leasing opportunities for a wider range of commercial tenants. Staff supports the application as the proposed land use and zone designations are appropriate to existing surrounding development and given the properties' proximity to Oxnard Boulevard. The 2030 General Plan

designates Oxnard Boulevard as a Scenic Highway and uses along Oxnard Boulevard at signalized intersections are generally commercial. No development, additional uses or physical changes are proposed with this request.

On January 6, 2014, Staff presented the proposal to the City Council as Pre-Application PZ No. 13-600-01. The City Council discussed development standards, parking needs, community input, and expressed a desire that the McDonald's property (1741 Pacific Avenue) be included to ensure consistency of the 2030 General Plan land use designation and zoning at the four corners of the Oxnard Boulevard/Statham Boulevard intersection.

The proposed actions are subject to review in accordance with the California Environmental Quality Act (CEQA). Negative Declaration No. 2014-02 (Attachment 2) was prepared to analyze whether the proposed project would result in potentially significant adverse environmental effects. No areas of concern were identified. The negative declaration was made available for public review between June 11, 2014 and June 30, 2014. Staff received no comments during the review period.

On July 17, 2014, the Planning Commission unanimously adopted Resolution Nos. 2014-12 (Attachment 4) and 2014-13 (Attachment 5), which recommend that the City Council approve General Plan Amendment PZ No. 14-620-01, Zone Change PZ No. 14-570-01, and adopt Negative Declaration No. 2014-02. State law allows a maximum of four General Plan Amendments per year: this request is the first amendment of 2014.

FINANCIAL IMPACT

There is no estimated financial impact to the City.

(DS)

- Attachment #1 - Maps (Aerial, Vicinity, General Plan Amendment, and Zone Change)
#2 - Negative Declaration No. 2014-02 (without attachments)
#3 - Planning Commission Staff Report (without attachments)
#4 - Planning Commission Resolution No. 2014-12 (General Plan Amendment)
#5 - Planning Commission Resolution No. 2014-13 (Zone Change)
#6 - City Council General Plan Amendment Resolution
#7 - City Council Zone Change Ordinance
#8 - Proof of Notice



Vicinity Map



Pacific Ocean

Vicinity Map

0 0.5 1 1.5 2 Miles

2030 General Plan Land Use Amendment

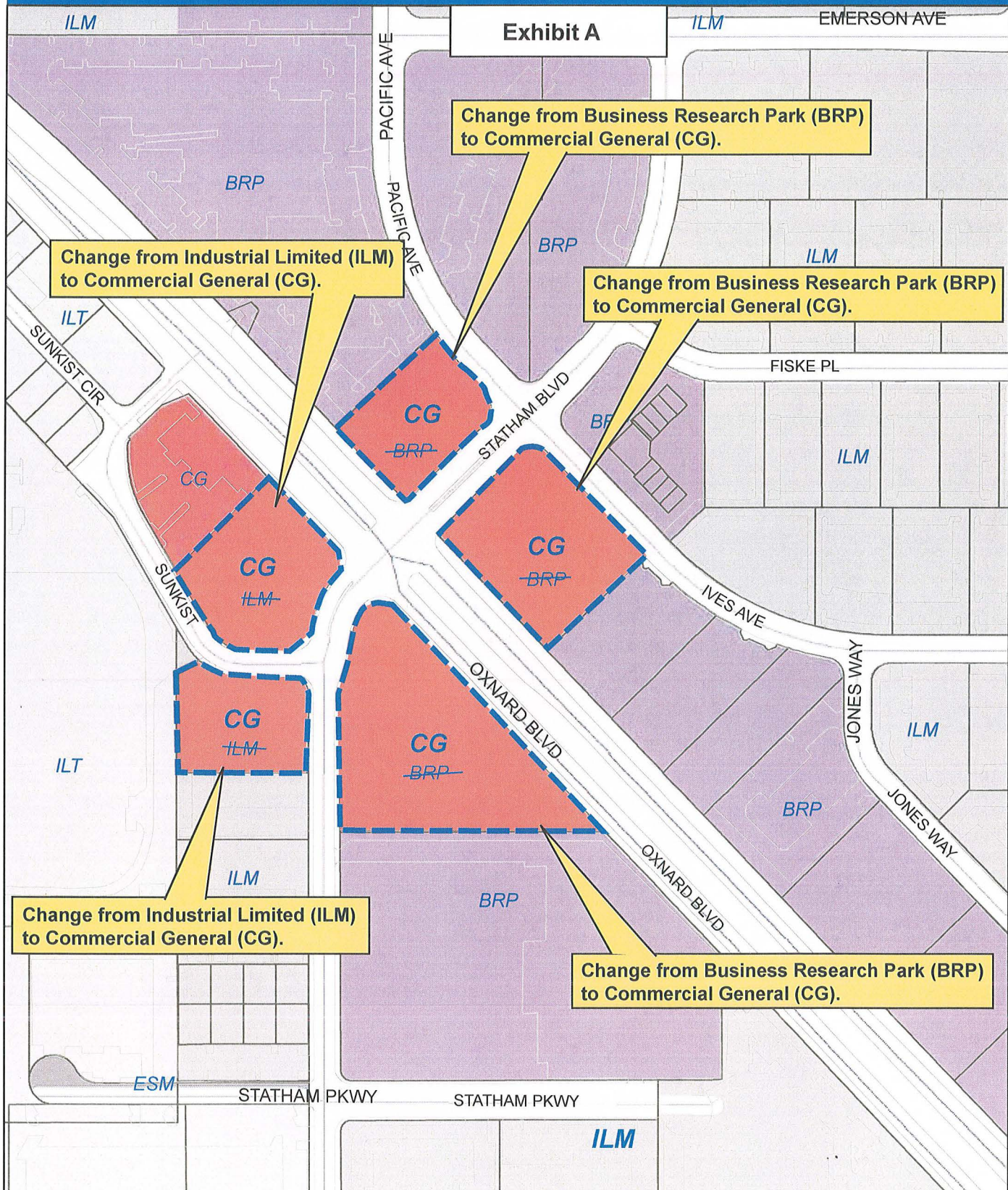
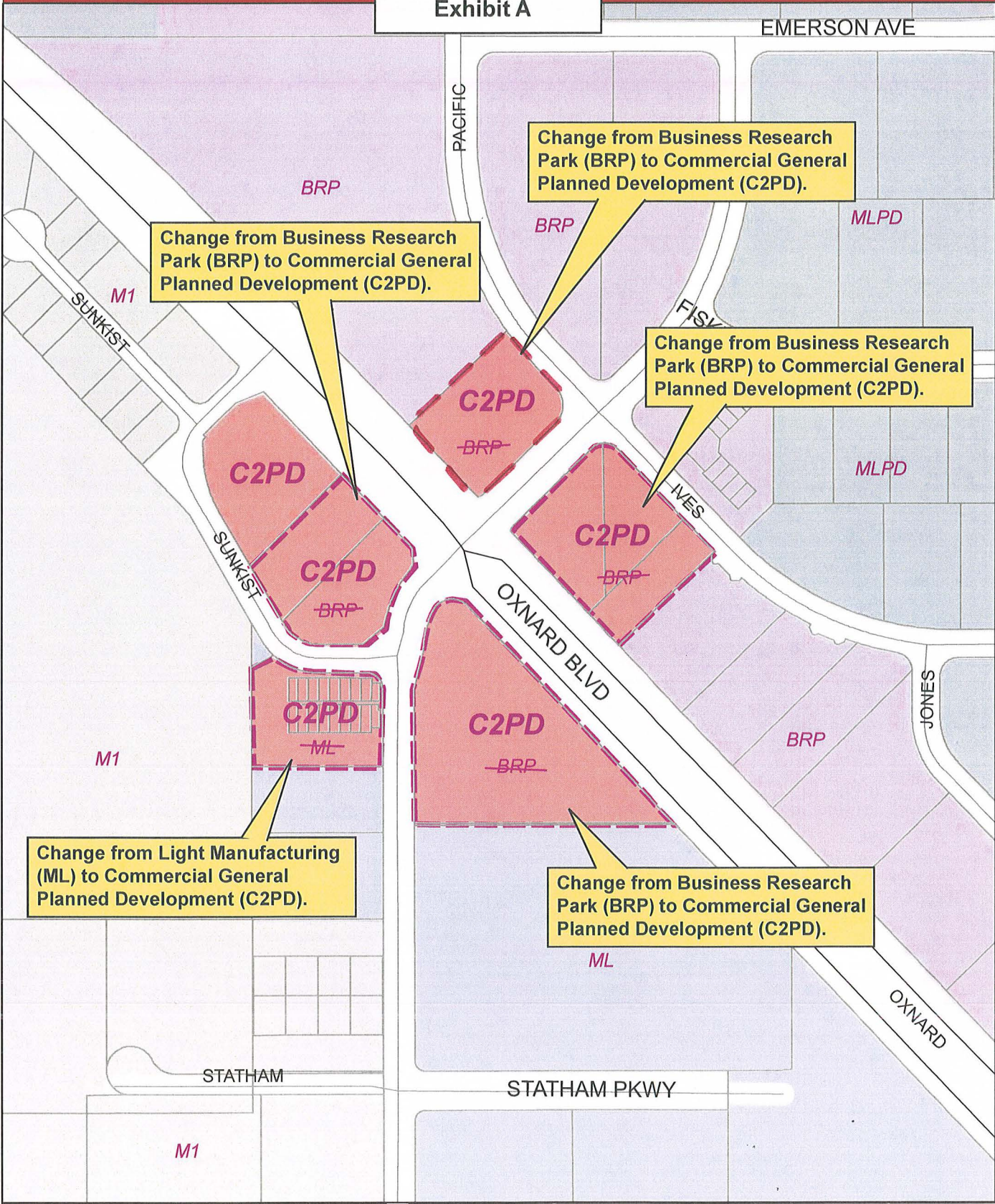


Exhibit A



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



**INITIAL STUDY/NEGATIVE DECLARATION No. 2014-02
Oxnard-Statham Commercial Area (OSCA)**

General Plan Amendment (GPA) No. 14-620-01 and Zone Change (ZONC) No. 14-570-01

For property at the intersection of Oxnard Boulevard and Statham Boulevard

June 4, 2014

Introduction

This *Initial Study* has been prepared in accordance with relevant provisions of the *California Environmental Quality Act (CEQA)* of 1970, as amended, and the *CEQA Guidelines* as revised. *Section 15063(c)* of the *CEQA Guidelines* indicates that the purposes of an Initial Study are to:

1. Provide the Lead Agency (i.e., the City of Oxnard) with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or Negative Declaration;
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Negative Declaration;
3. Assist the preparation of an EIR, if one is required, by:
 - Focusing the EIR on the effects determined to be significant;
 - Identifying the effects determined not to be significant;
 - Explaining the reasons why potentially significant effects would not be significant; and
 - Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.
4. Facilitate environmental assessment early in the design of a project;
5. Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs; and
7. Determine whether a previously prepared EIR could be used with the project.

The City of Oxnard *Threshold Guidelines - Initial Study Assessment* (February 1995) was used along with other pertinent information for preparing the *Initial Study* for this project.

The purpose of the *Threshold Guidelines* is to inform the public, project applicants, consultants and City staff of the threshold criteria and standard methodology used in determining whether or not a project (individually or cumulatively) could have a significant effect on the environment. Furthermore, the *Threshold Guidelines* provide instructions for completing the *Initial Study* and determining the type of environmental document required for individual projects.

Determining the significance of impacts is often controversial, as the decision requires staff to use their judgment regarding a subject that is not clearly defined by law. The *State CEQA Guidelines* define the term for “significant impact on the environment” as a substantial or potentially substantial adverse change in any of the physical conditions within the area affected by the project. However, there is no iron-clad definition of what constitutes a substantial change as the significance of an activity may vary according to location or a project. When other agencies have jurisdiction over a given site, the project proponent will have to meet the design mitigation, and monitoring requirements.

This Initial Study and Negative Declaration incorporates by reference the City of Oxnard 2030 General Plan Program EIR, which is available on the City’s website (<http://developmentservices.cityofoxnard.org/7/76/961/>). This EIR is incorporated by reference for cumulative impacts defined as the build out of the City of Oxnard consistent with the 2030 General Plan with implementation of mitigations and application of applicable Codes and uniformly applied development standards.

CITY OF OXNARD

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Oxnard-Statham Commercial Area General Plan and Zoning Change
2. Lead Agency Name, Contact Person, and Address:
Douglas Spondello, Associate Planner
City of Oxnard, Planning Division
214 South C Street
Oxnard, CA 93030
(805) 385-3919
4. Project Location:
The properties (and owners) are addressed 2011 Statham Boulevard (Channel Islands Center), 2100 Statham Boulevard (Lansco Properties), 2201 Statham Boulevard (Oxnard Industrial Partners), 1600 Ives Avenue (Halama LLC), and 1741 Pacific Avenue (McDonald's).
Attachment 1: Site and Vicinity Plan
5. Project Applicant Name and Address:
Duckett-Wilson Development Co.
c/o Troy G. Bemis
11150 Santa Monica Boulevard, Suite 760
Los Angeles, CA 90025
(for Channel Islands Center, Oxnard Industrial Partners, Lansco Properties, and Halama LLC)

City of Oxnard Planning Division
c/o Douglas Spondello
214 South C Street
Oxnard CA, 93030
6. Oxnard 2030 General Plan Designation:
Existing General Plan Designations: Industrial Limited (ILM) and Business Research Park (BRP)
Proposed General Plan Designations: Commercial General (CG)
Attachment 2: Existing/Proposed General Plan Exhibit
7. Zone Designations:
Existing Zoning: Light Manufacturing (M-L) and Business Research Park (BRP)
Proposed Zoning: General Commercial Planned Development (C-2-PD)
Attachment 3: Existing/Proposed Zoning Exhibit
8. Description of Project: A General Plan Amendment from Business Research Park (BRP) to Commercial General (CG) and Zone Change from Light Manufacturing (M-L) and Business Research Park (BRP) to General Commercial Planned Development (C-2-PD) for five properties at the intersection of Oxnard and Statham Boulevards. Four of the properties are developed, one is vacant, and no development is proposed or pending on the vacant parcel. The existing

commercial center at 2011 Statham Boulevard has been approved for a façade renovation that is unrelated to the project. The vacant parcel at 2100 Statham Boulevard was previously entitled for light industrial condominiums but was not developed. The proposed General Plan and Zone designations changes are not related to a proposed or pending development at 2100 Statham Boulevard, do not lead to a foreseeable development, and when/if a development is proposed it will be subject to CEQA review and uniformly applied development standards and conditions.

9. Surrounding Land Uses and Setting: The subject property is adjacent to the intersection of Statham and Oxnard Boulevards. Oxnard Boulevard is classified as a Scenic Highway in the 2030 General Plan. Surrounding land is developed with commercial and light industrial uses.
10. Required Actions: The project requires the following discretionary actions:
A resolution amending the 2030 General Plan designation of the properties from Industrial Limited and Business Research Park to Commercial General.
An ordinance amending the Zone designations of the properties from Light Manufacturing (M-L) and Business Research Park (BRP) to General Commercial Planned Development (C-2-PD).
11. Previous CEQA: The certified 2030 General Plan Program EIR (No. 09-01) is incorporated by reference and found that build-out of the 2030 General Plan would result in five significant and unavoidable adverse impacts for which overriding considerations were adopted: (air quality, greenhouse gas emissions, agricultural land conversion, noise, and five intersections operating at below Level of Service "C"). The 2030 General Plan Final Program Environmental Impact Report (PEIR) was certified for the 2030 General Plan and is incorporated by reference.
12. Other agencies whose approval is required: None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agricultural Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology/Soils |
| ☐ Hazards & Hazardous Materials | ☐ Hydrology/Water Quality | ☐ Land Use/Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population/Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation/Traffic |
| ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☒ I find the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Christopher Williamson
Signature

6/9/2014
Date

Christopher Williamson, AICP

Principal Planner

Print Name

Title

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” cited in support of conclusions reached in other sections may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used—Identify and state where they are available for review.
 - b. Impacts Adequately Addressed—Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures—For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. The explanation of each issue should identify: a) The significance criteria or threshold, if any, used to evaluate each question; and b) The mitigation measure identified, if any, to reduce the impact to less than significance.

A. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect on a scenic vista? (2030 General Plan)	☐	☐	☐	☒
2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (2030 General Plan)	☐	☐	☐	☒
3. Substantially degrade the existing visual character or quality of the site and its surroundings? (2030 General Plan)	☐	☐	☐	☒
4. Create a source of substantial light or glare, which would adversely affect day or nighttime views in the area? (2030 General Plan)	☐	☐	☐	☒

Discussion: The project is a General Plan Amendment and Zoning Change. Though Oxnard Boulevard is identified as a Scenic Highway in the 2030 General Plan, no development is proposed with this request and therefore no impacts to aesthetics are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The 2030 General Plan Program EIR evaluated the potential cumulative impact of development and infill redevelopment and found no cumulative significant unmitigated aesthetic impacts from proposed development consistent with the 2030 General Plan.

B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? (2030 General Plan)	☐	☐	☐	☒
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2030 General Plan)	☐	☐	☐	☒

B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use? (2030 General Plan)	☐	☐	☐	☒

* In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agricultural and farmland.

Discussion: The project site is located in an urbanized area on property that is not zoned for agriculture or commercial farming. Furthermore, the project sites are developed or vacant without natural vegetation, forest, or timber resources. The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to agricultural resources are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard as its planned 2030 build out which includes the subject properties. Agricultural impacts were analyzed by the 2030 General Plan PEIR and found to be significant for which overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.5, Draft PEIR, February 2009, page 5-25.

C. AIR QUALITY*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Conflict with or obstruct implementation of the applicable air quality plan? (FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2002 Computer Program)	☐	☐	☐	☒
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2002 Computer Program)	☐	☐	☐	☒

C. AIR QUALITY*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2002 Computer Program)	☐	☐	☐	☒
4. Expose sensitive receptors to substantial pollutant concentrations? (FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2002 Computer Program)	☐	☐	☐	☒
5. Create objectionable odors affecting a substantial number of people? (FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2002 Computer Program)	☐	☐	☐	☒

* Where available, the significant criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to air quality are anticipated. It is the applicant's responsibility to contact the Ventura County Air Pollution Control District (APCD) to verify compliance with any permitting needs of the APCD.

Consistency with the 2007 Air Quality Management Plan (AQMP): The Ventura County Air basin is currently a non-attainment area for both the Federal and State standards for ozone, and the State standards for PM10. Exceeding the air quality standards is the result of past and ongoing urban and rural development that has caused emissions to exceed the air basin's capacity for dispersal and removal of air pollutants. It should be noted, however, that the goal of the Ventura County Air Quality Management Plan (AQMP), which was most recently revised in 2007, is to reduce ambient ozone concentrations below the National Ambient Air Quality Standards (NAAQS) through the implementation of air pollutant emissions controls. The plan predicts attainment of the Federal 8-hour ozone standard by the year 2013. Air quality in Ventura County has improved dramatically since 1990, the 1994 AQMP base year. In 1990, the air quality exceeded the now revoked federal one-hour ozone standard 18 times. However, in 2003 there were only two days over the federal one-hour standard, and none in 2004 and 2005. Likewise, all areas of the county have enjoyed similar reductions in federal 8-hour ozone levels. In 1990 there were 117 violations countywide of the federal 8-hour ozone standard, but only 25 in 2009, 13 in 2010, and 8 in 2011. These improvements have occurred despite 29 percent increase in Ventura County's population since 1990. Ventura County attained both the federal one-hour and the 1997 8-hour ozone standards in 2003 and 2012, respectively. Consequently, on May 27, 2009 the U. S. Environmental Protection Agency issued an attainment finding officially recognizing that Ventura County had attained the federal 1-hour ozone standard, and has proposed a similar attainment finding for the 1997 federal 8-hour ozone standard. That finding is expected to be finalized by the end of 2012.

Mitigation: None

Monitoring: None

Result After Mitigation: Not applicable.

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Air quality impacts were analyzed by the 2030 General Plan PEIR and found to be significant for which an overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.7, Draft PEIR, February 2009, page 5-35.

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2030 General Plan)	☐	☐	☐	☒
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2030 General Plan)	☐	☐	☐	☒
3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (2030 General Plan)	☐	☐	☐	☒
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (2030 General Plan)	☐	☐	☐	☒
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (2030 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to biological resources are anticipated. The subject properties are not located in or near a riparian habitat area, dune area, coastal beach or wetland. All but one of the properties are developed. The undeveloped property is vacant with the exception of non-native grasses and weeds and is surrounded by development on all sides. The project site does not lie within an existing or proposed habitat or conservation plan area and does not contribute to regional wildlife movement.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Biological resources were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.2, Draft PEIR, February 2009, page 5-3.

E. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (2030 General Plan)	☐	☐	☐	☒
2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (2030 General Plan)	☐	☐	☐	☒
3. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature? (2030 General Plan)	☐	☐	☐	☒
4. Disturb any human remains, including those interred outside of formal cemeteries? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to cultural resources are anticipated. Any subsequent development will be reviewed at the time of application and subject to uniformly applied development policies that require Native American monitors, as applicable.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Cultural resources were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.4, Draft PEIR, February 2009, page 5-19.

F. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault? Refer to Division of Mines and Geology Special Pub. 42. (2030 General Plan)	☐	☐	☐	☒
b. Strong seismic ground shaking? (2030 General Plan)	☐	☐	☐	☒
c. Seismic-related ground failure, including liquefaction? (2030 General Plan)	☐	☐	☐	☒
d. Landslides? (2030 General Plan)	☐	☐	☐	☒
5. Result in substantial soil erosion, or the loss of topsoil? (2030 General Plan)	☐	☐	☐	☒
6. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (2030 General Plan)	☐	☐	☐	☒
7. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to geology and soils are anticipated.

The City of Oxnard is located in an area that has a high potential for seismic ground shaking (City of Oxnard, 2030 General Plan). The 2030 General Plan, Background Report lists fault systems that are located within the vicinity of the City of Oxnard. Active and potentially active faults are present in the surrounding region and may extend into the subsurface beneath the City. In addition, the City of Oxnard 2030 General Plan, Figure 6-1 identifies the subject properties as being located in a liquefaction area. Though no development is proposed with this request, any subsequent project on the properties would be subject to uniformly applied development standards and best professional practices required.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Geology and soils were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 6.2, Draft PEIR, February 2009, page 6-2.

F. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
2. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to greenhouse gas emissions are anticipated. Neither the Ventura County Air Pollution Control District (VCAPCD) nor the City have established project-level significance thresholds for GHG emissions for vehicle emissions or operations within commercial buildings.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. GHG impacts were analyzed by the 2030 General Plan PEIR and found to be significant for which an overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.7, Draft PEIR, February 2009, page 5-35.

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? (2030 General Plan)	☐	☐	☐	☒
2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (2030 General Plan)	☐	☐	☐	☒
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (2030 General Plan)	☐	☐	☐	☒
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (2030 General Plan)	☐	☐	☐	☒
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (2030 General Plan)	☐	☐	☐	☒
6. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (2030 General Plan)	☐	☐	☐	☒
7. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (2030 General Plan; City of Oxnard Emergency Preparedness Plan and Response Manual)	☐	☐	☐	☒
8. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to hazards or hazardous materials are anticipated. The properties are not listed hazardous materials sites. The nearest airport is located more than two miles to the northwest and the properties are not within an airport land use plan.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Hazards and hazardous materials were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 6.5, Draft PEIR, February 2009, page 6-25.

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Violate any water quality standards or waste discharge requirements? (2030 General Plan)	☐	☐	☐	☒
2. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (2030 General Plan)	☐	☐	☐	☒
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? (2030 General Plan)	☐	☐	☐	☒
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in substantial erosion or siltation on- or off-site? (2030 General Plan)	☐	☐	☐	☒

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
5. Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (2030 General Plan)	☐	☐	☐	☒
6. Otherwise substantially degrade water quality? (2030 General Plan)	☐	☐	☐	☒
7. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (2030 General Plan)	☐	☐	☐	☒
8. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (2030 General Plan)	☐	☐	☐	☒
9. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (2030 General Plan)	☐	☐	☐	☒
10. Inundation by seiche, tsunami, or mudflow? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to hydrology and water quality are anticipated. Development of the vacant parcel would be subject all applicable MS4 and related standards.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Hydrology and water quality were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 4.3, Draft PEIR, February 2009, page 4-25.

I. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Physically divide an established community? (2030 General Plan)	☐	☐	☐	☒

I. LAND USE AND PLANNING

Would the project:

Potentially
Significant
Impact Less Than
Significant
With
Mitigation Less than
Significant
Impact No Impact

2. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (2030 General Plan)
3. Conflict with any applicable habitat conservation plan or natural community conservation plan? (2030 General Plan)

☐	☐	☒	☐
☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed. The project is not located within a habitat or natural community conservation plan area. The existing developments have been reviewed to the development standards and permitted uses of the proposed C-2-PD zone and General Commercial General Plan designation, as illustrated in the table below. Setbacks on existing buildings and the residential component of the work/live project will be created legal-nonconforming, but these impacts will be less than significant and addressed by Article VI: Nonconforming Uses of the City Code: nonconforming uses may continue in use indefinitely.

Channel Islands Center – 2011 Statham Boulevard

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, approx. 20 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	96 ft (east)	Yes
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	30 ft (south) and 36 ft (north)	Yes
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	18 ft (west)	Yes

Existing Use: The property is developed with a multi-tenant shopping center (Channel Islands Center). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Commercial uses including retail, office, and restaurant are permitted in the C-2 zone (§16-135).

Oxnard Industrial Partners (Live/Work Condominiums) – 2201 Statham Boulevard

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Two-story, approx. 20 ft high	Yes

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Lot Area Per Dwelling Unit §16-138	Minimum 600 sf per unit	18 units on approx. 46,000 sf lot = 2,555 sf per unit	Yes
*Front Yard Setback §16-142(B)	10 ft minimum (first floor); 20 ft (second floor)	5 ft (east)	Existing
*Side Yard Setback §16-142(B)	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	9 ft (north) and approx. 65 ft (south)	Existing
*Rear Yard Setback §16-142(B)	15 ft for buildings over 16 ft in height. (first floor) 25 ft (second floor)	Approx. 68 ft (west)	Yes
*§16-142(B) Buildings having commercial uses on the lower floor and residential uses on the upper floor(s) shall comply with the front, side and rear yard regulations of the C-2 Zone for commercial floors and the R-3 zone for residential floors			
<u>Existing Use:</u> The property is developed with 18 work/live condominium spaces via Special Use Permit No. 05-500-19. Work/live uses are permitted within the Commercial General designation of the 2030 General Plan, which is implemented by the C-2 and C-M zones (2030 General Plan, Goals & Policies Figure 3.2). Work/live condominiums are not currently a permitted use in the C-2 zone and the ancillary residential use would be created legal-nonconforming.			

McDonald's – 1741 Pacific Avenue

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, approx. 22.5 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	47 ft (south), 42 ft (east), and 162 ft (north)	Yes
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	38 ft (west)	Yes
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	No rear property line	N/A
<u>Existing Use:</u> The property is developed with a drive-thru restaurant (McDonald's). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Furthermore, drive-thru restaurants are permitted in the C-2 zone (§16-136(11)) with an approved Special Use Permit. The current use was approved via Special Use Permit No. 1474.			

Halama LLC – 1600 Ives Avenue

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, 22.5 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	75 ft (west), 30 ft (south), and 140 ft (north)	Yes

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	120 ft (east)	Yes
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	No rear property line	N/A
Existing Use: The property is developed with a restaurant (Liu City Buffet). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Furthermore, restaurants not serving alcoholic beverages are permitted in the C-2 zone (§16-136(31)).			

Lansco Property – 2100 Statham Boulevard

This property is undeveloped. Subsequent application(s) for development and users will be reviewed to CEQA and the standards of the proposed C-2-PD Zone (if the requested amendments are approved).

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Land use and planning were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 3.2, Draft PEIR, February 2009, page 3-2.

J. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (2030 General Plan)	☐	☐	☐	☒
2. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to mineral resources are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Mineral resources were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 5.6, Draft PEIR, February 2009, page 5-33.

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (2030 General Plan)	☐	☐	☐	☒
2. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (2030 General Plan)	☐	☐	☐	☒
3. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (2030 General Plan)	☐	☐	☐	☒
4. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project? (2030 General Plan)	☐	☐	☐	☒
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (2030 General Plan)	☐	☐	☐	☒
6. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to noise levels are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its 2030 build out which includes the subject properties. Noise impacts were analyzed by the 2030 General Plan PEIR and found to be significant, for which overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 6.4, Draft PEIR, February 2009, page 6-15.

L. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through an extension of roads or other infra-structure)? (2030 General Plan)	☐	☐	☐	☒
2. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (2030 General Plan)	☐	☐	☐	☒
3. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to population and housing are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Population and housing were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapters 3.2 and 3.4, Draft PEIR, February 2009, pages 3-2 and 3-17.

M. PUBLIC SERVICES*

Would the project result in substantial adverse physical impacts to the following:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Fire protection? (2030 General Plan)	☐	☐	☐	☒
2. Police protection? (2030 General Plan)	☐	☐	☐	☒
3. Schools? (2030 General Plan)	☐	☐	☐	☒

M. PUBLIC SERVICES*

Would the project result in substantial adverse physical impacts to the following:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
4. Parks? (2030 General Plan)	☐	☐	☐	☒
5. Other public facilities? (2030 General Plan)	☐	☐	☐	☒

* Include potential effects associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to public services are anticipated. Water service to this area is currently provided by Calleguas Municipal Water District.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Public services were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 4.4, Draft PEIR, February 2009, page 4-39.

N. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (2030 General Plan)	☐	☐	☐	☒
2. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to recreation are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Recreation was analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 4.5, Draft PEIR, February 2009, page 4-45.

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (2030 General Plan)	☐	☐	☐	☒
2. Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways? (2030 General Plan)	☐	☐	☐	☒
3. Result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (2030 General Plan)	☐	☐	☐	☒
4. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (2030 General Plan)	☐	☐	☐	☒
5. Result in inadequate emergency access? (2030 General Plan)	☐	☐	☐	☒
6. Result in inadequate parking capacity? (Zone Ordinance - Parking Regulations and Parking Lot Design Standards)	☐	☐	☐	☒
7. Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Bicycle Facilities Master Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to transportation or traffic are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Transportation and traffic were analyzed by the 2030 General Plan PEIR and found to be significant for which an overriding consideration was adopted. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 4.2, Draft PEIR, February 2009, page 4-2.

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (2030 General Plan)	☐	☐	☐	☒
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2030 General Plan)	☐	☐	☐	☒
3. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2030 General Plan)	☐	☐	☐	☒
4. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (2030 General Plan)	☐	☐	☐	☒
5. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (2030 General Plan)	☐	☐	☐	☒
6. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (2030 General Plan)	☐	☐	☐	☒
7. Comply with federal, state, and local statutes and regulations related to solid waste? (2030 General Plan)	☐	☐	☐	☒

Discussion: The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no impacts to utilities and service systems are anticipated.

Mitigation: None

Monitoring: None

Result After Mitigation: N/A

Cumulative Impact: The cumulative project area is defined as the entire City of Oxnard at its planned 2030 build out which includes the subject properties. Utilities and services were analyzed by the 2030 General Plan PEIR and found not to be significant after implementation of uniformly applied development policies and regulations. The 2030 General Plan PEIR is incorporated by reference, specifically Chapter 4.3, Draft PEIR, February 2009, page 4-25.

Q. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
2. Does the project have impacts that are individually limited, but cumulatively considerable (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects</i>)?	☐	☐	☐	☒
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

The request is for amendments to the General Plan and Zoning land use designations; no development is proposed and therefore no new significant adverse effects are expected to result from the proposed project. Future development of the vacant land site will be reviewed for consistency to CEQA.

**SUMMARY OF MITIGATION MEASURES
INCORPORATED INTO THE PROJECT**

None Proposed

ADDITIONAL REFERENCES

1. California, State of, Air Resources Board, *CalEEMod Program*, 2011.1.1.
2. California, State of, Governor's Office, Office of Planning and Research, Office of Permit Assistance, *Hazardous Waste and Substances Sites* - List Pursuant to AB 3750, current edition.
3. California, State of, Office of Planning and Research, *California Environmental Quality Act Statutes*, Sacramento, California: January 1, 2002.
4. California, State of, Office of Planning and Research, *Guidelines for Implementation of the California Environmental Quality Act*, Sacramento, California: February 1, 2001.
5. California, State of, Office of Planning and Research, *Planning, Zoning and Development Laws*, November 2000.
6. City of Oxnard, *The Municipal Code of the City of Oxnard - Zoning Ordinance*, current edition.
7. City of Oxnard, Development Services Department, Planning Division, *Coastal Zoning Regulations and Zone Maps*, current edition.
8. City of Oxnard, Development Services Department, Planning Division, *Coastal Land Use Plan*, current edition.
9. City of Oxnard, Community Development Department, Planning Division, *Zone Maps*, current edition.
10. City of Oxnard, Fire Department, *Fire Protection Planning Guide*, January 1990.
11. Ventura County Air Pollution Control District, *Air Quality Management Plan*, current edition.
12. Ventura County Air Pollution Control District, *Ventura County Air Quality Assessment Guidelines*, October 2003.
13. Institute of Transportation Engineers, *Trip Generation Manual*, Ninth Edition, Washington, DC, 2012.
14. United States Federal Emergency Management Agency, National Flood Insurance Program, *FIRM Flood Insurance Rate Maps for the City of Oxnard*, October 1985.
15. City of Oxnard, Public Works Department, *Master Sewer Plan*, current edition.
16. City of Oxnard, Public Works Department, *Master Drainage Plan*, current edition.
17. City of Oxnard, Public Works Department, *Master Water Plan*, current edition.
18. California State University - Fullerton South Central Coastal Information Center, *California Historical Resources Information System*, Department of Anthropology, Fullerton, California.
19. Ventura County Airport Land Use Commission, *Oxnard Airport Master Land Use Plan*, 1990.
20. Ventura County Cultural Heritage Board, *Ventura County Historical Landmarks & Points of Interest—August 1991*, Ventura County Recreation Services.
21. Ventura County, Property Administration Agency, *Final Report: Cultural Heritage Survey, Phase I*, Oxnard and Santa Paula, 1981.
22. City of Oxnard, *2030 General Plan Program EIR*, November 2011.
23. City of Oxnard, *Groundwater Recovery Enhancement and Treatment (GREAT) Program EIR*, 2005.

Environmental Impact Reports

1. City of Oxnard, *FEIR 09-01 for the 2030 General Plan*.

Attachments

1. Site and Vicinity Plan
2. Existing and Proposed General Plan Exhibit

Oxnard-Statham Commercial Area (OSCA) General Plan Amendment (14-620-01) and Zone Change (14-570-01)

3. Existing and Proposed Zoning Exhibit
4. *Commercial General* Land Use Designation Standards, 2030 General Plan: Goals and Policies, Page 3-15
5. *C-2 General Commercial*, Oxnard City Code Chapter 16 Division 9

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Douglas Spondello, Associate Planner

DATE: July 17, 2014

SUBJECT: Planning and Zoning Permit Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change), 2011, 2100, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

1) Recommendation:

- a) That the Planning Commission adopt a resolution recommending that the City Council: (i) approve Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amend the General Plan Land Use Map; and (iii) adopt negative declaration (ND No. 2014-12), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.
- b) That the Planning Commission adopt a resolution recommending that the City Council: (i) approve Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amend the City of Oxnard Zoning Map to change the zoning designations of property; and (iii) adopt negative declaration (ND No. 2014-12), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

- 2) Project Description and Applicant:** A request for a general plan amendment to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG) and to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue (the **"Project"**). Filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025 (the **"Applicant"**).

- 3) Background Information:** On January 7, 2014, Staff presented the proposed Project to the City Council as Pre-Application (No. 13-600-01). The Council discussed development standards, parking needs, community input, and expressed a desire that the McDonald's property (1741 Pacific Avenue) be included within the Project to ensure consistency of the general plan land use designation and zoning at the four corners of the Oxnard Boulevard/Statham Boulevard intersection.
- 4) Environmental Determination:** The proposed Project is subject to review in accordance with the California Environmental Quality Act (CEQA). A negative declaration was prepared to analyze whether the proposed Project would result in potentially significant adverse environmental effects. No areas of concern were identified as potentially being affected. The draft document consisting of the initial study and negative declaration (ND No. 2014-02, Attachment B) were made available for the public review and comment period, June 11, 2014 through June 30, 2014.

Planning Division staff received no comments on ND No. 2014-02 and staff recommends that the Planning Commission recommend City Council's adoption of ND 2014-02.

5) Analysis:

- a) General Discussion:** The Project includes five properties at the intersection of Oxnard and Statham Boulevards (See Attachment A). The Applicant is requesting the proposed General Plan and zoning designation changes to provide for broader leasing opportunities for commercial tenants and staff supports the application as the proposed land use and zone designations are a better match to existing development. The proposed designations are appropriate to the properties' proximity to Oxnard Boulevard. Oxnard Boulevard is designated a Scenic Highway in the 2030 General Plan and uses along Oxnard Boulevard at signalized intersections are generally commercial.

No development, additional uses or physical changes are proposed with the Applicant's request.

- b) General Plan and Zoning Consistency:** The current City of Oxnard 2030 General Plan land use designations for the subject properties are Industrial Business and Research Park (BRP) and Industrial Limited (ILM). The proposed Project will result in a new General Plan land use designation of Commercial General (CG) for the subject properties. This designation allows retail centers and freestanding commercial uses along arterials, and may also include office, live/work, work/live, and mixed uses. The CG designation is more consistent with existing uses on the properties, as discussed below.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

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

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD 2.1 CD 15.1 CD 18.1 CD 18.10	I	Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistent with the adopted and/or subsequently amended 2030 General Plan Strive to maintain and enhance the City's quality of life through better business opportunities; increased leisure, cultural, and recreational opportunities; upgraded public facilities and amenities; and a range of residential opportunities. Identify and attract a range of commercial retail and industrial businesses that are compatible with the community's business climate and not detrimental to the existing economy and environment. Support, stimulate, and foster increased activity of existing businesses within the community.	As proposed via the requested amendments, the General Plan and zone designations will be consistent with one another and with existing land uses on the subject properties, with the exception of the vacant parcel located at 2100 Statham Blvd. The proposal will encourage a broader range of uses that may lead to a viable development of this prominent corner parcel.
All others	III	All policies not listed above	No or Distant Applicability to the proposed Project

Planning Division staff has reviewed the existing development to ensure consistency with the development standards and permitted uses of the proposed C-2-PD zone, as illustrated in the tables below. Setbacks on the existing 2201 Statham parcel will become legal nonconforming. However, these impacts will be addressed by City Code Chapter 16, Article VI: Nonconforming Uses and existing uses may continue, as permitted by the City Code.

Channel Islands Center – 2011 Statham Boulevard

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, approx. 20 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	96 ft (east)	Yes
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	30 ft (south) and 36 ft (north)	Yes
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	18 ft (west)	Yes
<u>Existing Use:</u> The property is developed with a 15,750 square-foot, multi-tenant shopping center (Channel Islands Center). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Commercial uses including retail, office, and restaurant are permitted in the C-2 zone (§16-135).			

Oxnard Industrial Partners (Work/Live Condominiums) – 2201 Statham Boulevard

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Two-story, approx. 20 ft high	Yes
Lot Area Per Dwelling Unit §16-138	Minimum 600 sf per unit	18 units on approx. 46,000 sf lot = 2,555 sf per unit	Yes
Front Yard Setback §16-142(B)	10 ft minimum (first floor); 20 ft (second floor)	5 ft (east)	Existing
Side Yard Setback §16-142(B)	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	9 ft (north) and approx. 65 ft (south)	Existing
Rear Yard Setback §16-142(B)	15 ft for buildings over 16 ft in height. (first floor) 25 ft (second floor)	Approx. 68 ft (west)	Yes

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
<u>Existing Use:</u> The property is developed with 18 work/live condominium spaces via Special Use Permit No. 05-500-19. Work/live uses are permitted within the Commercial General designation of the 2030 General Plan, which is implemented by the C-2 zone (2030 General Plan, Goals & Policies Figure 3.2).			

McDonald's – 1741 Pacific Avenue

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, approx. 22.5 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	47 ft (south), 42 ft (east), and 162 ft (north)	Yes
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	38 ft (west)	Yes
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	No rear property line	N/A
<u>Existing Use:</u> The property is developed with a drive-thru restaurant (McDonald's). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Furthermore, drive-thru restaurants are permitted in the C-2 zone (§16-136(11)) with an approved Special Use Permit. The current use was approved via Special Use Permit No. 1474.			

Halama LLC – 1600 Ives Avenue

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Max. Building height §16-137	Two stories or 35 feet. Additional stories may be approved by issuance of a SUP	Single-story, 22.5 ft high	Yes
Front Yard Setback §16-139	10 ft minimum	75 ft (west), 30 ft (south), and 140 ft (north)	Yes
Side Yard Setback §16-140	5 ft minimum; Where a lot zoned C-2 abuts another lot so zoned no setback shall be required	120 ft (east)	Yes

C-2 DEVELOPMENT STANDARD	REQUIRED	EXISTING	COMPLIES
Rear Yard Setback §16-141	Zero for structures 16 ft in height or less; 15 ft for buildings over 16 ft in height.	No rear property line	N/A
<u>Existing Use:</u> The property is developed with a restaurant (Liu City Buffet). Free-standing commercial uses along thoroughfares are permitted within the Commercial General designation of the 2030 General Plan. Furthermore, restaurants not serving alcoholic beverages are permitted by right in the C-2 zone (§16-136(31)).			

Lansco Property – 2100 Statham Boulevard

This property is undeveloped. Subsequent application(s) for development and users will be reviewed to the standards of the proposed General Plan land use designation of Commercial General and C-2-PD zoning designation (if the requested amendments are approved).

c) Additional Consideration:

- i) **Parking:** Uses permitted in the C-2-PD zone typically require more parking than the permitted uses with the BRP or M-L zones. As a component of regular permitting procedures, Planning Division Staff will review new or expanded uses to ensure compliance with the City Code prior to issuance of a zone clearance and verify that the property has adequate parking.
 - ii) **Traffic:** BRP and M-L uses typically have fewer customers than retail oriented uses of the C-2-PD zone. New and/or expanded C-2-PD uses may require payment of traffic impact fees to mitigate increased trip generation. As a component of regular permitting procedures, Development Services Staff will review proposed uses prior to issuance of a zone clearance for any new use and verify the level of traffic impact.
- 6) Public Input:** The Project is not located within or near an established residential neighborhood and did not participate in a Community Workshop meeting. Consistent with public noticing requirements, the Planning Commission hearing was advertised with an on-site posting and by mail to property owners within 300 feet the subject properties. To date, Planning Division staff has not had any comments or inquiry from the public regarding this Project.
- 7) Appeal Procedure:** The Planning Commission's action is a recommendation and the matter will be considered by the City Council during a noticed public hearing at a later date.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Negative Declaration No. 2014-02
- C. Resolutions

Prepared by:	<u>DS</u> DS
Approved by:	<u>CW</u> CW

RESOLUTION NO. 2014-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 14-620-01 (GENERAL PLAN AMENDMENT) TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM INDUSTRIAL BUSINESS AND RESEARCH PARK TO COMMERCIAL GENERAL AND INDUSTRIAL LIMITED TO COMMERCIAL GENERAL, AMENDING THE GENERAL PLAN LAND USE MAP AND ADOPTING A NEGATIVE DECLARATION (ND NO. 2014-12) FOR THE PROPERTIES LOCATED AT 2011, 2100, AND 2201 STATHAM BOULEVARD, 1600 IVES AVENUE, AND 1741 PACIFIC AVENUE, OXNARD CALIFORNIA, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT TROY BEMIS, DUCKETT-WILSON DEVELOPMENT CO., 11150 SANTA MONICA BOULEVARD, SUITE 760, LOS ANGELES, CA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG) for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue (the “**Project**”), filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025 (the “**Applicant**”); and

WHEREAS, Government Code Section 65352(a) requires that the City of Oxnard refer the proposed Project to certain affected local public entities and any federal agency whose operations or lands may be affected by the proposed Project; and

WHEREAS, the City of Oxnard referred the proposed Project to the Oxnard Elementary School District, The Oxnard Union High School District, the County of Ventura, Planning Division, the Oxnard Harbor District, the California Department of Transportation (District 7), and the Ventura County Local Agency Formation Commission; and

WHEREAS, the City of Oxnard published notice of the Planning Commission public hearing on the proposed Project in the Ventura County Star pursuant to Government Code sections 65353 and 65090; and

WHEREAS, the City of Oxnard also mailed notice to the owners of the five subject real properties as shown on the latest equalized assessment roll and all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real properties that are the subject of the Planning Commission public hearing pursuant to Government Code section 65353 and 65091; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on July 17, 2014 to consider the proposed Project; and

WHEREAS, the Planning Commission finds, after review of the Planning Commission Staff Report and all written and oral evidence presented at the public hearing and review of the Initial Study for the Project, that the Project is subject to the California Environmental Quality Act (CEQA); but, that there is no substantial evidence that the Project or any of its aspects may have a significant effect on the environment; and

WHEREAS, the Planning Division Manager provided public notice of the City's intent to adopt a negative declaration for this Project, and the Planning Commission has considered the proposed negative declaration before making its recommendation herein; and

WHEREAS, Government Code section 65358(a) only allows an amendment to an adopted general plan if such amendment is in the public interest; and

WHEREAS, the Planning Commission finds, after review of the Planning Commission Staff Report and all written and oral evidence presented at the public hearing, that the proposed Project is in the public interest because approval of the Project will encourage a broader range of uses to attract businesses to the City and stimulate increased activity among existing businesses; and

WHEREAS, Government Code section 65358(b) precludes the City from amending a mandatory element of the City of Oxnard 2030 General Plan more than four times during any calendar year; and

WHEREAS, the City Council's approval of the proposed Project complies with the limitations of Government Code section 65358(b); and

WHEREAS, the Planning Commission's recommendation for City Council adoption of a resolution approving the Project was made by an affirmative vote of not less than a majority of the total membership of the Planning Commission pursuant to Government Code section 65354.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council adopt a resolution: (i) approving Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amending the General Plan Land Use Map (Figure 3-1) as shown in Exhibit "A", attached hereto and incorporated herein by reference; and (iii) adopting a negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

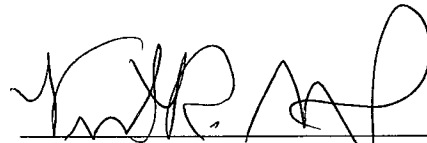
Resolution No. 2014-12
July 17, 2014
Page 3

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of
July, 2014, by the following vote:

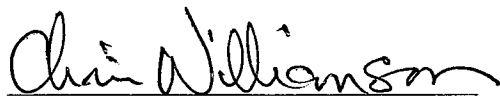
AYES: Commissioners: Frank, Murguia, Nash, Okada, Stewart, Huber

NOES: Commissioners: None

ABSENT: Commissioners: Mullin



Vincent Stewart, Chairman

ATTEST: 

Christopher Williamson, Secretary

RESOLUTION NO. 2014-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 14-570-01 (ZONE CHANGE) TO CHANGE THE EXISTING ZONING DESIGNATION FROM BUSINESS AND RESEARCH PARK ZONE TO GENERAL COMMERCIAL PLANNED DEVELOPMENT ZONE AND LIMITED MANUFACTURING ZONE TO GENERAL COMMERCIAL PLANNED DEVELOPMENT ZONE, AMENDING THE CITY OF OXNARD ZONING MAP AND ADOPTING A NEGATIVE DECLARATION (ND NO. 2014-12) FOR THE PROPERTIES LOCATED AT 2011, 2100, AND 2201 STATHAM BOULEVARD, 1600 IVES AVENUE, AND 1741 PACIFIC AVENUE, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT TROY BEMIS, DUCKETT-WILSON DEVELOPMENT CO., 11150 SANTA MONICA BOULEVARD, SUITE 760, LOS ANGELES, CA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD) for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue (the “**Project**”), filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025 (the “**Applicant**”); and

WHEREAS, the City of Oxnard published notice of the Planning Commission public hearing on the proposed Project in the Ventura County Star pursuant to Government Code sections 65854 and 65090; and

WHEREAS, the City of Oxnard also mailed notice to the owners of the five subject real properties as shown on the latest equalized assessment roll and all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real properties that are the subject of the Planning Commission public hearing pursuant to Government Code section 65854 and 65091; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on July 17, 2014 to consider the proposed Project; and

WHEREAS, Government Code Section 65860(a) requires that all City zoning be consistent with the City of Oxnard 2030 General Plan; and

WHEREAS, the Planning Commission finds, after review of the Planning Commission Staff Report and all written and oral evidence presented at the public hearing, that the proposed Project is

consistent with the City of Oxnard 2030 General Plan as amended for the reasons set forth in Section 5.b of the Staff Report; and

WHEREAS, the Planning Commission finds, after review of the Planning Commission Staff Report and all written and oral evidence presented at the public hearing and review of the Initial Study for the Project, that the Project is subject to the California Environmental Quality Act (CEQA); but, that there is no substantial evidence that the Project or any of its aspects may have a significant effect on the environment; and

WHEREAS, the Planning Division Manager provided public notice of the City's intent to adopt a negative declaration for this Project, and the Planning Commission has considered the proposed negative declaration before making its recommendation herein.

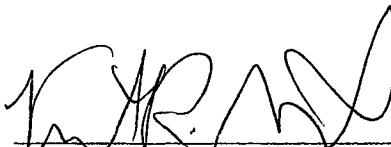
NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council adopt an ordinance: (i) approving Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations of property as shown in Exhibit "A", attached hereto and incorporated herein by reference; and (iii) adopting a negative declaration (ND No. 2014-04), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of July, 2014, by the following vote:

AYES: Commissioners: Frank, Murguia, Nash, Okada, Stewart, Huber

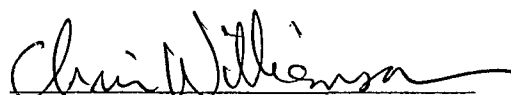
NOES: Commissioners: None

ABSENT: Commissioners: Mullin



Vincent Stewart, Chairman

ATTEST:



Christopher Williamson, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 14-620-01 (GENERAL PLAN AMENDMENT) TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM INDUSTRIAL BUSINESS AND RESEARCH PARK TO COMMERCIAL GENERAL AND INDUSTRIAL LIMITED TO COMMERCIAL GENERAL, AMENDING THE GENERAL PLAN LAND USE MAP AND ADOPTING A NEGATIVE DECLARATION (ND NO. 2014-02) FOR THE PROPERTIES LOCATED AT 2011, 2100, AND 2201 STATHAM BOULEVARD, 1600 IVES AVENUE, AND 1741 PACIFIC AVENUE, OXNARD CALIFORNIA, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT TROY BEMIS, DUCKETT-WILSON DEVELOPMENT CO., 11150 SANTA MONICA BOULEVARD, SUITE 760, LOS ANGELES, CA 90025.

WHEREAS, the City Council has considered an application for Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG) for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue (the **"Project"**), filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025 (the **"Applicant"**); and

WHEREAS, the Planning Commission considered the Project at its meeting on July 17, 2014 and recommended that the City Council approve the proposed Project; and

WHEREAS, Government Code Section 65352(a) requires that the City of Oxnard refer the proposed Project to certain affected local public entities and any federal agency whose operations or lands may be affected by the proposed Project; and

WHEREAS, the City of Oxnard referred the proposed Project to the Oxnard Elementary School District, the Oxnard Union High School District, the County of Ventura, Planning Division, the Oxnard Harbor District, the California Department of Transportation (District 7), and the Ventura County Local Agency Formation Commission; and

WHEREAS, the City of Oxnard published notice of the City Council public hearing on the proposed Project in the Ventura County Star pursuant to Government Code section 65090; and

WHEREAS, the City Council conducted a duly noticed public hearing on September 9, 2014 to consider the proposed Project; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing and review of the Initial Study for the Project, that the Project is subject to the California Environmental Quality Act (CEQA); but, that there is no substantial evidence that the Project or any of its aspects may have a significant effect on the environment; and

WHEREAS, the Planning Division Manager provided public notice of the City's intent to adopt a negative declaration for this Project, and the City Council has considered the proposed negative declaration prior to its adoption; and

WHEREAS, Government Code section 65358(a) only allows an amendment to an adopted general plan if such amendment is in the public interest; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing, that the proposed Project is in the public interest because approval of the Project will encourage a broader range of uses to attract businesses to the City and stimulate increased activity among existing businesses; and

WHEREAS, Government Code section 65358(b) precludes the City from amending a mandatory element of the City of Oxnard 2030 General Plan more than four times during any calendar year; and

WHEREAS, the City Council's approval of the proposed Project complies with the limitations of Government Code section 65358(b).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby: (i) approves Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) approves an amendment of the General Plan Land Use Map (Figure 3-1, page 3-3) as shown in Exhibit "A", attached hereto and incorporated herein by reference; and (iii) adopts a negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

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PASSED AND ADOPTED this 9th day of September 2014, by the following vote:

AYES:

NOES:

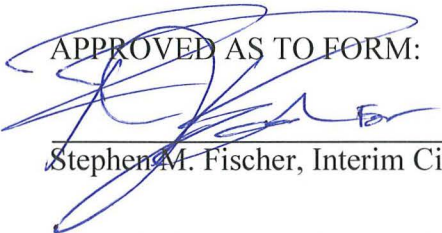
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

2030 General Plan Land Use Amendment

Exhibit A

Change from Business Research Park (BRP) to Commercial General (CG).

Change from Industrial Limited (ILM) to Commercial General (CG).

Change from Business Research Park (BRP) to Commercial General (CG).

Change from Industrial Limited (ILM) to Commercial General (CG).

Change from Business Research Park (BRP) to Commercial General (CG).



CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 14-570-01 (ZONE CHANGE) TO CHANGE THE EXISTING ZONING DESIGNATION FROM BUSINESS AND RESEARCH PARK ZONE TO GENERAL COMMERCIAL PLANNED DEVELOPMENT ZONE AND LIMITED MANUFACTURING ZONE TO GENERAL COMMERCIAL PLANNED DEVELOPMENT ZONE, AMENDING THE CITY OF OXNARD ZONING MAP AND ADOPTING A NEGATIVE DECLARATION (ND NO. 2014-02) FOR THE PROPERTIES LOCATED AT 2011, 2100, AND 2201 STATHAM BOULEVARD, 1600 IVES AVENUE, AND 1741 PACIFIC AVENUE, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT TROY BEMIS, DUCKETT-WILSON DEVELOPMENT CO., 11150 SANTA MONICA BOULEVARD, SUITE 760, LOS ANGELES, CA 90025.

WHEREAS, the City Council has considered an application for Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD) for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue (the “**Project**”), filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025 (the “**Applicant**”); and

WHEREAS, the Planning Commission considered the Project at its meeting on July 17, 2014 and recommended that the City Council approve the proposed Project; and

WHEREAS, the City of Oxnard published notice of the City Council public hearing on the proposed Project in the Ventura County Star pursuant to Government Code sections 65090; and

WHEREAS, the City Council conducted a duly noticed public hearing on September 9, 2014 to consider the proposed Project; and

WHEREAS, Government Code Section 65860(a) requires that all City zoning be consistent with the City of Oxnard 2030 General Plan; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing, that the proposed Project is consistent with the City of Oxnard 2030 General Plan as amended for the reasons set forth in City Council and Planning Commission Staff Reports; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing and review of the Initial Study for the Project, that the Project is subject to the

California Environmental Quality Act (CEQA); but, that there is no substantial evidence that the Project or any of its aspects may have a significant effect on the environment; and

WHEREAS, the Planning Division Manager provided public notice of the City's intent to adopt a negative declaration for this Project, and the City Council has considered the proposed negative declaration prior to its adoption.

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

Part 1. The City Council hereby: (i) approves Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) approves an amendment of the City of Oxnard Zoning Map to change the zoning designations of property as shown in Exhibit "A", attached hereto and incorporated herein by reference; and (iii) adopts a negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

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

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on September 9, 2014, and finally adopted on September 16, 2014, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 16th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

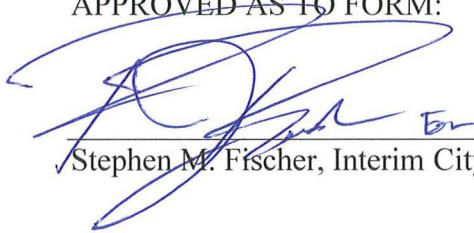
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Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

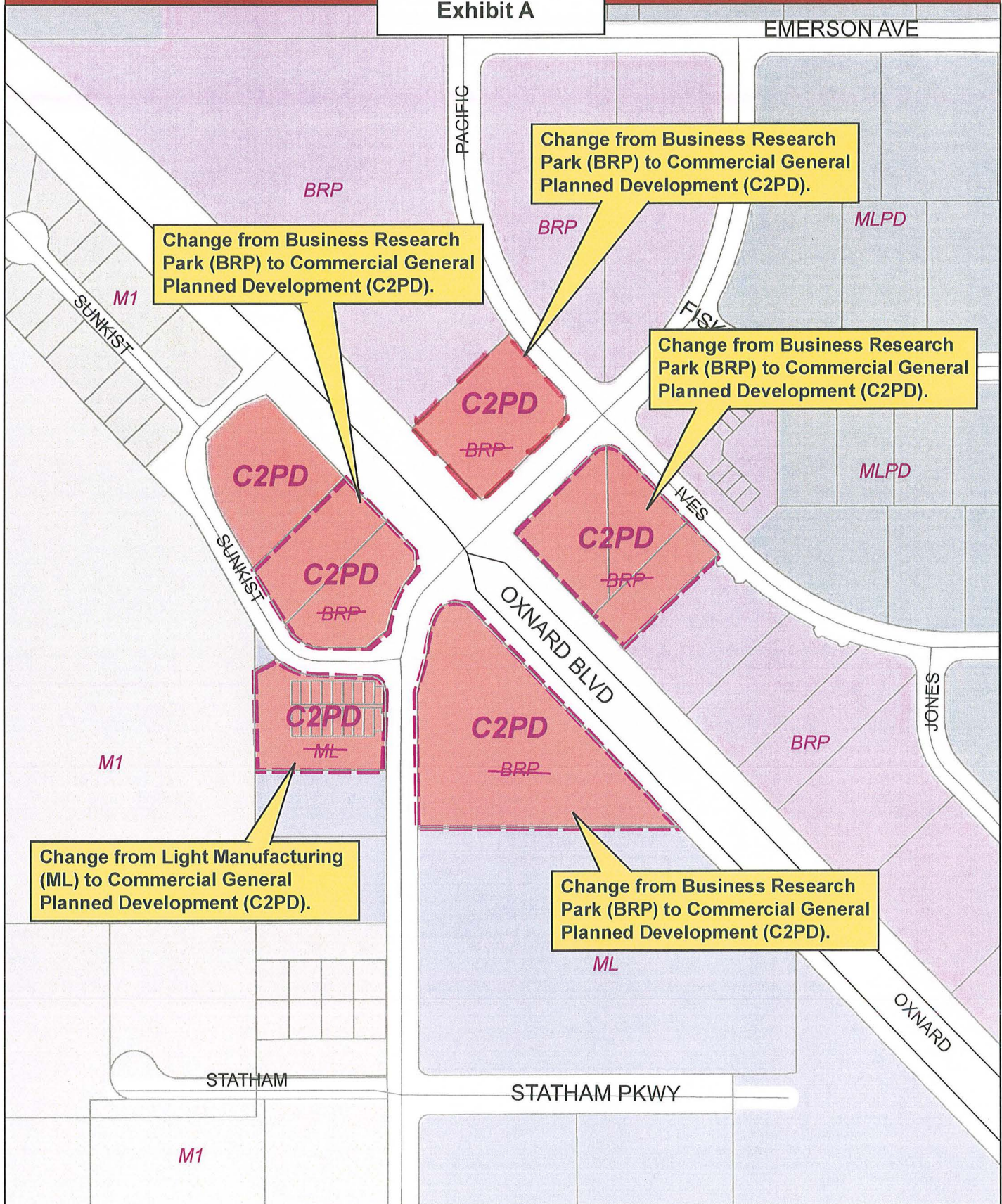


Stephen M. Fischer, Interim City Attorney

EXHIBIT A

City of Oxnard Zoning Map

Exhibit A



For: María Santana From: Manuel Muñoz / Vida Newspaper
RE: Legal Notice Requested. Please Confirm By Fax at 805 483-6233 By Email: vidanews@aol.com
Size: 2 x Col 7"

NOTICE OF PUBLIC HEARING

The Oxnard City Council will conduct a public hearing to consider the following matter on Tuesday, September 9, 2014 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 W. Third Street, Oxnard: PZ Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change): A request for a General Plan Amendment to Figure 3-1, Land Use Map, changing land use designations from Business Research Park (BRP) to Commercial General (CG), and Zone designation changes from Light Manufacturing (M-L) and Business Research Park (BRP) to General Commercial-Planned Development (C-2-PD) for five properties at 2011 Statham Boulevard, 2100 Statham Boulevard, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue. Four of the properties are fully developed, one property is vacant, and no development is proposed or pending with this request. There is no substantial evidence that the proposed project may have a significant effect on the environment, and a negative declaration (ND # 2014-02) will be adopted. Filed by designated agent Troy Bemis, Duckett-Wilson Development Co., 11150 Santa Monica Boulevard, Suite 760, Los Angeles, CA 90025.

At the public hearing you may appear and be heard or you may write to the City Clerk's Office at 305 West Third Street, Oxnard, California, 93030, in support of or in opposition to this matter. If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled.

If you challenge this matter in court, you may be limited to raising only those issues that were raised at this public hearing or in written correspondence delivered to the City Clerk at or before the hearing. Beginning at 6:00 p.m., Channel 10 will televise and broadcast the meeting at which the public hearing will be conducted. For further information, contact Douglas Spondello with Planning Division, 214 South C Street, Oxnard, at (805) 385-3919.

Daniel Martinez, City Clerk

Published VCVN Date: 08/28/14



Meeting Date: 09/09/14

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{KH} Agenda Item No. K-1Reviewed By: City Manager SM City Attorney SMF Finance AC Other N/A

DATE: August 18, 2014

TO: Community Development Commission Successor Agency

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

SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2015 - June 30, 2015

RECOMMENDATION

That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Seventh Recognized Obligation Payment Schedule (ROPS) 14-15B covering the period of January 1, 2015 - June 30, 2015.

DISCUSSION**Background**

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

Health and Safety Code section 34177 (m) requires the State Department of Finance ("DOF") to provide successor agencies with the ROPS template and instructions for the period January 1, 2015 - June 30, 2015.

The Recognized Obligation Payment Schedule (ROPS)

The "Detail" section of the ROPS is, for the most part, a document pre-populated by the DOF. Line items from previous ROPS are carried over by the DOF to create new a template for the new ROPS cycle. The information listed in Columns A-H of the Detail section of the ROPS has been carried forward from the prior ROPS. Line items highlighted in red on the ROPS are items disallowed by DOF as set forth in a letter dated May 16, 2014 for the ROPS 14-15A (July 1, 2014 to December 31, 2014). However, these items remain on the ROPS for one of two reasons: (i) the agency would like for DOF to reconsider its determination, provided that the agency is able to demonstrate that appropriate requirements and conditions have been met; or (ii) the items may not be eligible for the forthcoming

ROPS but may be funded in subsequent reporting periods. A description of each highlighted item appears below:

- Line items 1, 17, 18, 48 and 50: The March, 2014 and September, 2014 debt service payments of both principal and interest were approved and funded on the January through June 2014 ROPS (ROPS 13-14B) as required by bond covenants; therefore, these items were not required from RPTTF for ROPS 14-15A. These line items are required for ROPS 14-15B.
- Line item 12: This item was funded from ROPS 13-14B. Because this project is not complete, funding is requested from ROPS 14-15B.
- Line item 42: This is an agreement between the City of Oxnard (City) and Gibbs, Giden Locher, Turner, & Senet, LLP; therefore, not an obligation of the Agency. Additional funding is not requested from ROPS 14-15B.
- Line items 87 - 89: Pursuant to the repayment formula outlined in HSC section 34191.4 (b) (2) (A), the maximum repayment amount authorized for the 2014-15 fiscal year is \$962,326 which was approved and funded on ROPS 14-15A; therefore, line items 87, 88 & 89 are not eligible for funding on this ROPS 14-15B. The Agency will include this item on future ROPS.
- Line item 90: This item was partially approved for July 1 2013 to December 31, 2013. Prior year obligations are still under investigation by the Agency. This item is included on ROPS 14-15B.
- Line item 91: Still under investigation by the Agency; until sufficient documentation is provided to demonstrate that the amount is Agency's obligation, this item is not eligible for RPTTF.
- Line item 92: This settlement agreement is between the City of Oxnard and a former employee, the Agency is not a party to the agreement; therefore, this item is not eligible for RPTTF.

California Environmental Quality Act (CEQA)

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

Summary

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

If a Successor Agency does not timely submit a ROPS pursuant to the deadlines set forth in AB 1484, then the Sponsoring Community may be subject to a \$10,000 per day civil penalty for each day the ROPS

is delinquent. In addition, failure of a Successor Agency to submit a ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS (per Health and Safety Code section 434177 (m)(2)).

After its adoption, the ROPS is required to be posted on the City website and provided to the County Auditor-Controller, the California State Controller and the DOF. The ROPS must then be certified by the Ventura County Auditor-Controller and approved by the Oversight Board and by the DOF. The attached resolution authorizes Staff to administratively amend the ROPS as a result of action by the Oversight Board and/or the California Department of Finance.

The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of AB1X 26 and AB 1484, in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of ROPS 14-15B will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Failure to approve and submit the ROPS 14-15B by the deadlines required by AB 1484 will result in \$10,000 per day civil penalties.

Attachment #1 – Resolution

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY ADOPTING A SEVENTH RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS 14-15B) FOR JANUARY 1, 2015 – JUNE 30, 2015

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT # 1
PAGE 1 OF 13

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

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

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, the Proposed Seventh ROPS (14-15B) identifies each enforceable obligation on which payments will be required during the period of January 1, 2015 through June 30, 2015.

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

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

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

Section 3. The attached Proposed ROPS is hereby adopted.

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

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim General Counsel

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Oxnard
 Name of County: Ventura

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 9,865,315
B Bond Proceeds Funding (ROPS Detail)		9,865,315
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		-
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 5,964,684
F Non-Administrative Costs (ROPS Detail)		5,923,181
G Administrative Costs (ROPS Detail)		41,503
H Current Period Enforceable Obligations (A+E):		\$ 15,829,999

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I Enforceable Obligations funded with RPTTF (E):		5,964,684
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)		(1,410,701)
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 4,553,983

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L Enforceable Obligations funded with RPTTF (E):		5,964,684
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)		-
N Adjusted Current Period RPTTF Requested Funding (L-M)		5,964,684

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

_____ Name	_____ Title
/s/ _____ Signature	_____ Date

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	AT PA
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation \$	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
1	CCRP Tax Allocation Refunding	Bonds Issued/On or Before 12/31/10	4/13/2004	6/1/2006	Wells Fargo/Finance	Downtown Infrastructure Capital	CCRP	130,809,038	N	\$ 9,865,315	\$ -	\$ -	\$ 5,923,181	\$ 41,503	\$ 15,829,999
2	CCRP Assessment District Payment	Property Maintenance	7/1/2006	12/31/2014	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	150,000	N				20,000		20,000
3	Downtown Buildings (3)	Property Maintenance	7/31/2012	12/31/2014	Alert Property Mgmt. Co.	Property Management	CCRP	14,400	N				7,200		7,200
4	Downtown Buildings (3)	Property Maintenance	7/31/2012	12/31/2014	Alert Property Mgmt. Co.	Property Maintenance	CCRP	48,000	N				24,000		24,000
5	Heritage Square HOA Dues	Property Maintenance	12/13/1990	12/31/2014	Monthly Association Dues	Per HSPOA Agreement	CCRP	42,995	N				21,497		21,497
6	CCRP Homeowner Property Dues	Property Maintenance	7/29/2008	6/30/2014	Heritage Square HSPOA	Heritage Square Annual Maintenance Subsidy Homeowner Dues Heritage Square	CCRP	43,000	N				43,000		43,000
9	Contracts and Services	Project Management Costs	1/1/2014	12/31/2014	TBD	Real Estate Services	CCRP	30,000	N				15,000		15,000
10	Project Management	Project Management Costs	1/1/2014	12/31/2014	City Community Development	Property management, project management and inspection	CCRP	55,120	N				27,580		27,580
12	GoGrain Wheel Chair Lift	Property Maintenance	4/1/2013	6/30/2014	Contractor/Dev	New Wheel Chair Lift for CDD owned Property	DT	71,000	N				71,000		71,000
13	Heritage Square Facility Rental Program	Property Maintenance	1/1/2014	12/31/2014	Verizon California Office Depot Mehle Printing Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I Print on Demand	Heritage Square Reimbursement	DT	7,000	N				7,000		7,000
15	Project Management	Project Management Costs	1/1/2014	12/31/2014	City Community Development	Property management, project management and inspection	DT	59,350	N				29,675		29,675
17	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2036	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	18,768,548	N				712,438		712,438
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2036	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	18,768,548	N				712,438		712,438
19	HERO RiverPark OPA	OPA/DDA/Construction	4/22/2008	6/1/2014	RiverPark A, State Homes	Infrastructure Improvements Near Development	HERO		N						
20	HERO Wagon Wheel "The Village" Housing	OPA/DDA/Construction	3/23/2010	3/31/2015	Oxnard CRFL Partners, LLC, OVFA, OVI	Wagon Wheel Affordable Housing Loan	HERO		N						
24	HERO RiverPark	OPA/DDA/Construction	5/18/2010	11/19/2032	RiverPark A Manager Member/ RiverPark Legacy, LLC	Affordable Housing	HERO	7,170,082	N				292,989		292,989
25	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Francisco De Asis Campos & Rosa Linda Campos	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
26	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Emmanuel John Cervantes & Jonathan Castaneda	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
27	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Pedro Dimas & Thuylinh Nguyen Dimas	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	AT P PA
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
28	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Everardo G. Dominguez & Imelda Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
29	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Felipe Dominguez & Yanira Montejano Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
30	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	12/28/2017	Vairo Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
31	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Juan J. Leyva & Rocío Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
32	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Jose Luis Menchaca & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
33	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2012	Salvador De Jesus Munoz & Ofelia Munoz	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
34	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
35	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Christina M. Thernien	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
36	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement	HERO	9,600	N				1,200		1,200
38	Contracts and services	Professional Services	12/12/2011	12/31/2012	HDL Coren and Cone	Property Tax and Tax Increment Preparation	HERO	40,000	N				10,000		10,000
39	Contracts and services	Professional Services	7/11/2001	6/30/2013	HR0D, Inc	Legal Advocacy, Federal	HERO	15,042	N				7,521		7,521
40	HERO RiverPark MOU to OPA	OPA/DDA/Construction	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	HERO	17,178,912	N				718,872		718,872
42	South Oxnard Library	Legal	1/13/2011	1/13/2013	Gibbs, Giden, Locher, Turner & Senet/ Contractor	Capital Improvement Project and Legal Fees	Southwinds	-	N						-
44	Project Management	Project Management Costs	1/1/2014	12/31/2014	City Employees	Property management, project management and inspection	HERO	211,540	N				105,780		105,780
48	Ormond Beach Tax Allocation Bond 2005	Bonds Issued Prior to 12/31/10	12/13/2005	3/1/2035	Private Parties	Street Reconstruction Project	Ormond Beach	347,296	N				347,296		347,296
49	Project Management	Project Management Costs	1/1/2014	12/31/2014	City Employees	Property management, project management and inspection	Ormond Beach	12,090	N				6,045		6,045
50	Southwinds Tax Allocation Bond 2006	Bonds Issued Prior to 12/31/10	12/13/2006	3/1/2035	Private Parties	Street Reconstruction Bond	Southwinds	197,735	N				197,735		197,735
51	Project Management	Project Management Costs	1/1/2014	12/31/2014	City Employees	Property management, project management and inspection	Southwinds	10,850	N				5,420		5,420
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/Construction	11/26/2003	11/26/2009	Oxnard Theater Group	*Downtown Theater lease guarantee payment	CCRP/DT	22,705,200	N				666,000		666,000
53	Laboratory Project	Leasehold	1/1/2014	2/31/2014	Van 1062P	Sanitation standards & Building Improvements Per approval of connection to collection of OPA for Sanitation	CCRP & HERO		N						
54	Bond Counsel	Fees	4/1/2007	6/30/2014	Goodwin and Proctor	Legal Counsel for CDC Bonds	All	10,000	N				5,000		5,000
55	Contracts and Services	Legal	1/1/2003	8/30/2014	Kane, Ballmer, and Berkman	Agency Legal Counsel	All & Housing	150,000	N				75,000		75,000
56	Contracts and Services	Project Management Costs	7/1/2005	6/30/2015	EDCO	Economic Development Functions	All	104,000	N				52,000		52,000

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
57	Contracts and Services	Professional Services	11/10/2010	12/31/2011	Tom Figg	Project Development and : Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and funding commitments	All & Housing	90,000	N				45,000		45,000
58	Contracts and Services	Property Maintenance	2/1/2009	1/31/2013	R.A. Atmore & Sons	Weed Abatement	CCR/DT/OB	50,000	N				12,000		12,000
59	Contracts and Services	Property Dispositions	8/1/2009	2/1/2011	National Development Council	Affordable Housing-Advising on equity sources and structuring	All & Housing	90,000	N				45,000		45,000
60	Contracts and Services	Property Dispositions	12/12/2011	12/31/2016	HdL Coren & Cone	Property Tax and Tax Increment Prep.	All & Housing	20,000	N				20,000		20,000
61	Contracts and Services	Professional Services	7/1/2011	6/30/2013	Michael J. Arnold & Associates	Legal Advocacy - State	HERO/Ormond	24,500	N				16,840		16,840
62	Contracts and Services	Admin Costs	1/1/2014	12/31/2014	tdb	Legal counsel for Oversight Board	All	10,000	N				10,000		10,000
63	Trustee Services	Fees	1/1/2014	12/31/2014	Wells Fargo Bank	Debt service administration for bond issues	CCR/HERO/SW/Ormond	198,400	N				9,750		9,750
64	Arbitrage compliance	Fees	1/1/2014	12/31/2014	City Finance Department	Arbitrage compliance for bond issues	CCR/HERO/SW/Ormond	116,000	N				6,000		6,000
65	Affordable Housing Compliance Review & 4 Sales	Project Management Costs	1/1/2014	12/31/2014	Affordable Housing Compliance Consultant	Affordable Housing Compliance Functions	All		N						
66	ERIP	Miscellaneous	1/1/2014	12/31/2014	City Employee	Retirement Benefit	All	-	N						-
67	Housing Asset List Compliance review	Dissolution Audits	1/1/2014	12/31/2014	TBD	Compliance Review of Affordable Housing Assets	All	40,000	N				20,000		20,000
68	Legal Counsel	Admin Costs	1/1/2014	6/30/2013	Colantuono & Levine	AB 1484 Matters	All	50,000	N				25,000		25,000
69	Oversight Board Legal Counsel	Legal	1/1/2014	12/31/2014	Leibold Mc Clendon & Mann	Oversight Board Representation	All	30,000	N					1,000	1,000
70	Audit Fees	Dissolution Audits	1/1/2014	12/31/2014	TBD	DOF/County Directed Audit	All	15,000	N						
71	HERO RiverPark	Improvement/Infrastructure	4/22/2008	6/12/2014	Shea Properties II	Parking Facility and Infrastructure	HERO	325,290	N						
73	HERO Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	12/31/2014	City of Oxnard/Contractor	HERO Street Reconstruction CIP	HERO	6,197,688	N	6,197,688					6,197,688
74	Ormond Beach Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	12/31/2014	City of Oxnard/Contractor	Ormond Beach Street Reconstruction CIP	Ormond Beach	3,569,885	N	3,569,885					3,569,885
75	Southwinds Street Reconstruction Project	Improvement/Infrastructure	12/13/2006	12/31/2014	City of Oxnard/Contractor	Southwinds Street Reconstruction CIP	Southwinds	97,742	N	97,742					97,742
76	Personnel Services	Admin Costs	1/1/2014	6/30/2014	Oxnard CDC	Salaries and Benefits Admin and Housing	All	201,941	N						
77	Materials and Supplies	Admin Costs	1/1/2014	6/30/2014	Oxnard CDC	Postage Subscriptions Office Supplies Minor Equipment	All	8,030	N					4,000	4,000
78	Contracts and Services	Admin Costs	1/1/2014	6/30/2014	League of CA Cities	Membership	All	12,000	N					10,000	10,000
79	Maintenance Services	Admin Costs	1/1/2014	6/30/2014	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment	All	39,000	N					1,000	1,000
80	Other Services	Admin Costs	1/1/2014	6/30/2014	Oxnard CDC & City of Oxnard	Legal Advocacy, External Phone, Cell Phone, Voice mail, Administrative Support	All	48,708	N					10,000	10,000
81	Fixed Charges	Admin Costs	1/1/2014	6/30/2014	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental	All	236,750	N					15,503	15,503
82	CCR/County Property Tax	Fees	1/1/2014	6/30/2014	Ventura Auditor Controller	Property Taxes on Heritage Square Property	CCR/	6,000	N				6,000		6,000

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	AT	PA
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total	
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		
83	Facade and Paint Improvement Program	Improvement/Infrastructure	4/28/2011	4/28/2017	Steve Green Construction/Sta Maria Neon/Daniels Const	Capital Improvement Project	CCRP	-	N							
84	Facade and Paint Improvement Program	Improvement/Infrastructure	1/1/2014	6/30/2014	Cielito Lindo	Capital Improvement Project	CCRP	-	N							
85	RiverPark Mortgage Reimbursement Legal Counsel	Litigation	1/1/2014	6/30/2014	Price, Postel & Parma	Defend Lawsuit entitled Ramirez, Audrey, et a. Vcity of Oxnard	HERO	75,000	N				10,000			10,000
86	HERO DDA Esplanade Re-use Project	OPA/DDA/Construction	10/18/2000	6/30/2014	Home Depot Development of Maryland IC.	Tax Increment Tax Sharing Payments	HERO	-	N							
87	CCRP City Advances Long Term	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2014	City of Oxnard General Fund	Development of Project Area		6,445,531	N							
88	Downtown City Walk/Space Using Term Loan	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2014	City of Oxnard General Fund	Development of Project Area		512,725	N							
89	CCRP City Advances Property Acquisition	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2014	City of Oxnard General Fund	Acquisition of Property in Downtown		2,312,512	N							
90	Heritage Square Program	Professional Services	7/1/2014	12/31/2014	Barry Blum, 45 Dacoma	Heritage Square Reimbursement			N							
91	Unfunded Prior Year Pass-Through Pass-Through Payment Obligations	Unfunded Liabilities	7/1/2014	12/31/2014	Ventura County Community College District (VCCCD)	Payment of Unfunded Prior Year Pass-Through Pass-Through Payment Obligations		56,670	N				56,670			56,670
92	Settlement	Liabilities	12/1/2014	12/31/2014	Suzanne Quinones	Settlement of Lawsuit			N							
93									N							
94									N							
95									N							
96									N							
97									N							
98									N							
99									N							
100									N							
101									N							
102									N							
103									N							
104									N							
105									N							
106									N							
107									N							
108									N							
109									N							
110									N							
111									N							
112									N							
113									N							
114									N							
115									N							
116									N							
117									N							
118									N							
119									N							
120									N							
121									N							
122									N							
123									N							

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-5a/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14B Actuals (01/01/14 - 06/30/14)								
1	Beginning Available Cash Balance (Actual 01/01/14)	9,865,947					(2,109,648)	
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	1,429					7,185,277	
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q						5,822,518	
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B							
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required					1,410,701	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	9,867,376	-	-	-	-	(2,157,590)	
ROPS 14-15A Estimate (07/01/14 - 12/31/14)								
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	9,867,376	-	-	-	-	(746,889)	
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	1,400					1,929,192	
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)	3,261					4,476,016	
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	9,865,515	-	-	-	-	(3,293,713)	

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

To (consolidate through fiscal year 2019) prior period adjustments of the SA's self-reported ROPS 13-14B prior period adjustments. HSC Section 34-18b (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures												Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ 9,865,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,981,582	\$ 6,981,582	\$ 6,981,582	\$ 5,616,854	\$ 1,410,701	\$ 203,696	\$ 205,826	\$ 203,696	\$ 205,664	\$ -	\$ 1,410,701	SA Comments	
1	CCRP Tax Allocation	-	-	-	-	-	-	1,392,849	1,392,849	1,392,849	1,392,849	-	-	-	-	-	-	-		
2	CCRP Assessment District	-	-	-	-	-	-	141,137	141,137	141,137	141,137	-	-	-	-	-	-	-		
3	Downtown Buildings (3)	-	-	-	-	-	-	7,200	7,200	7,200	8,400	-	-	-	-	-	-	-		
4	Downtown Buildings (3)	-	-	-	-	-	-	24,000	24,000	24,000	8,930	15,070	-	-	-	-	-	15,070		
5	Heritage Square HOA Dues	-	-	-	-	-	-	12,000	12,000	12,000	14,824	-	-	-	-	-	-	-		
6	CCRP Homeowner Property Dues	-	-	-	-	-	-	43,000	43,000	43,000	43,000	-	-	-	-	-	-	-		
7	Facade and Paint Improvement Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
8	Contracts and Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
9	Contracts and Services	-	-	-	-	-	-	15,000	15,000	15,000	-	15,000	-	-	-	-	-	15,000		
10	Project Management	-	-	-	-	-	-	27,580	27,580	27,580	27,580	-	-	-	-	-	-	-		
12	McGrath Wheel Chair Lift	-	-	-	-	-	-	66,664	66,664	66,664	4,551	62,113	-	-	-	-	-	62,113		
13	Heritage Square Facility Rental Program	-	-	-	-	-	-	4,744	4,744	4,744	6,494	-	-	-	-	-	-	-		
14	Contracts and Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
15	Project Management	-	-	-	-	-	-	29,675	29,675	29,675	29,675	-	-	-	-	-	-	-		
17	HERO Tax Alloc Bond 2006	-	-	-	-	-	-	789,709	789,709	789,709	789,709	-	-	-	-	-	-	-		
18	HERO Tax Alloc Bond 2008	-	-	-	-	-	-	737,538	737,538	737,538	737,538	-	-	-	-	-	-	-		
19	HERO RiverPark OPA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
20	HERO Wagon Wheel "The Village" Housing	-	-	-	-	-	-	10,000	10,000	10,000	10,000	-	-	-	-	-	-	-		
21	HERO Colonial House	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
22	HERO EDKOH Affordable Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
23	HERO Home Buyer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
24	HERO RiverPark	-	-	-	-	-	-	316,985	316,985	316,985	298,532	18,453	-	-	-	-	-	18,453		
25	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
26	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
27	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
28	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
29	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
30	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
31	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
32	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
33	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
34	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		
35	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-		

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34166 (a)
(Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34166 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34166 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin				Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)		
																		Net Difference (M+R)	
36	Affordable Housing Reimbursement Agreement	\$ 9,865,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,981,582	\$ 6,981,582	\$ 6,981,582	\$ 5,616,854	\$ 1,410,701	\$ 203,696	\$ 205,826	\$ 203,696	\$ 205,664	\$ -	\$ 1,410,701	
37	Cuerna Del Mar Housing Project	-	-	-	-	-	-	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-	
38	Contracts and services	-	-	-	-	-	-	10,000	10,000	10,000	4,800	5,200	-	-	-	-	-	5,200	
39	Contracts and services	-	-	-	-	-	-	7,521	7,521	7,521	5,014	2,507	-	-	-	-	-	2,507	
40	HERO RiverPark MOU to OPA	-	-	-	-	-	-	794,584	794,584	794,584	729,730	64,854	-	-	-	-	-	64,854	
42	South Oxnard Library	-	-	-	-	-	-	100,000	100,000	100,000	99,259	741	-	-	-	-	-	741	
43	ICSC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
44	Project Management	-	-	-	-	-	-	105,760	105,760	105,760	105,760	-	-	-	-	-	-	-	
45	HERO Facade Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
46	HERO Facade Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
47	HERO Facade Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
48	Ormond Beach Tax Alloc Bond 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
49	Project Management	-	-	-	-	-	-	350,371	350,371	350,371	350,371	-	-	-	-	-	-	-	
50	Southwinds Tax Allocation Bond 2005	-	-	-	-	-	-	6,045	6,045	6,045	6,045	-	-	-	-	-	-	-	
51	Project Management	-	-	-	-	-	-	204,310	204,310	204,310	204,310	-	-	-	-	-	-	-	
52	Downtown Lease Guarantee Pmt 50%	-	-	-	-	-	-	5,420	5,420	5,420	5,420	-	-	-	-	-	-	-	
53	Laundromat Project	-	-	-	-	-	-	667,800	667,800	667,800	337,800	330,000	-	-	-	-	-	330,000	
54	Bond Counsel	-	-	-	-	-	-	5,000	5,000	5,000	137	4,863	-	-	-	-	-	4,863	
55	Contracts and Services	-	-	-	-	-	-	75,000	75,000	75,000	75,319	-	-	-	-	-	-	-	
56	Contracts and Services	-	-	-	-	-	-	52,000	52,000	52,000	51,456	544	-	-	-	-	-	544	
57	Contracts and Services	-	-	-	-	-	-	45,000	45,000	45,000	27,800	17,200	-	-	-	-	-	17,200	
58	Contracts and Services	-	-	-	-	-	-	25,000	25,000	25,000	3,450	21,510	-	-	-	-	-	21,510	
59	Contracts and Services	-	-	-	-	-	-	45,000	45,000	45,000	-	45,000	-	-	-	-	-	45,000	
60	Contracts and Services	-	-	-	-	-	-	20,000	20,000	20,000	-	20,000	-	-	-	-	-	20,000	
61	Contracts and Services	-	-	-	-	-	-	12,000	12,000	12,000	15,840	-	-	-	-	-	-	-	
62	Contracts and Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
63	Trustee Services	-	-	-	-	-	-	6,000	6,000	6,000	6,500	-	-	-	-	-	-	-	
64	Antitrap compliance	-	-	-	-	-	-	6,000	6,000	6,000	-	6,000	-	-	-	-	-	6,000	
65	Affordable Housing Compliance Rental & 4 Sale	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
66	ERIP	-	-	-	-	-	-	-	-	-	35,840	-	-	-	-	-	-	-	
67	Housing Asset List Compliance review	-	-	-	-	-	-	20,000	20,000	20,000	-	20,000	-	-	-	-	-	20,000	
68	Legal Counsel	-	-	-	-	-	-	25,000	25,000	25,000	-	25,000	-	-	-	-	-	25,000	
69	Oversight Board Legal Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
70	Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
71	Housing Compliance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
72	HERO RiverPark	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
73	HERO Street Reconstruction Project	6,197,688	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
74	Ormond Beach Street Reconstruction Project	3,569,885	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
75	Southwinds Street Reconstruction Project	97,942	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
76	Personnel Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Recognized Obligation Payment Schedule (BOPS 14-15B) - Report of Prior Period Adjustments

Reported for the ROPS 13-148 (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)

(Report Amounts in Whole Dollars)

ROPS 13-148 (Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34185 (c), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-148 (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 13-148 (January through June 2015) period will be offset by the SA's self-reported ROPS 13-148 prior period adjustment. HSC Section 34185 (c) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

[illegible]

[illegible]

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

June 24, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor. 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: Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney and Lynn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is The Estate of Alfonso Limon, Jr., et al. v. City of Oxnard, et al., United States District Court, Case No. CV13-01961 SS.

The City Council and Community Development Commission Successor recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is SOCMI, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA

At 6:11 p.m., the City Council and Community Development Commission Successor reconvened and recessed to the evening session. At 6:14 p.m. the City Council reconvened and the Interim City Attorney announced the settlement of the Limon case.

D. OPENING CEREMONIES

At 6:16 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; James Williams, Fire Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Grant Dunne, Management Analyst III; Todd Housley, Environmental Resources Manager; Karl Lawson, Compliance Services Manager and Miguel Trujillo, CUPA Coordinator.

E. CEREMONIAL CALENDAR

ITEMS REMOVED FROM AGENDA

The City Manager requested the removal of S-5 from the agenda and Council concurred to remove the item from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Margaret Cortese; Andres Sanchez; Eileen Tracy; Steve Nash; Shirley Godwin; Jean Joneson; Kitty Merrill; William Terry; Bob Allen; Larry Godwin; Pete Placencia; Lucas Zucker; Woodrow Thomas; Lupe Anguiano; Juan Delgado; Lee Cobb; George Miller and Larry Stein.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. 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.

Public Works Department

1. SUBJECT: FY 2014-15 Assessments in Waterway Maintenance District. (001)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2014-15; and 2) Adopt **Resolution No. 14,665** for FY 2014-15 fixing assessments for the Waterway Maintenance District.

DISCUSSION: The Interim Public Works Director and Management Analyst commented on the repair of the seawall at Kingsbridge Way and funding of the repair.

Public comment received from: George Miller.

The Council discussed the repair of a sea wall at Kingsbridge Way and possible future changes to assessment to address seawall improvements.

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

I. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSFinance Department

1. SUBJECT: FY 2014-15 Operating and Capital Budget Adoption. (023)

RECOMMENDATION: 1) Adopt: **Resolution No. 14,666** (a) approving the City's Fiscal Year 2014-15 Operating and Capital Budgets; **Resolution No. 14,667** (b) authorizing the Full-Time Equivalent Positions in the City effective July 1, 2014; **Resolution No. 14,668** (c) authorizing

the Classification and Salary Schedule effective July 1, 2014; **Resolution No. 14,669** (d) approving the Appropriation Limit for Fiscal Year 2014-15; and **Resolution No. 14,670** (e) approving Financial Management Policies; and 3) That City Council, approve certain budget priorities and initiatives for FY 2014-15.

DISCUSSION: The Chief Financial Officer reviewed several issues including "Vacancy Savings"; golf course; PAC; water fund; wastewater fund; environmental resources fund; cash reserves; bond rating and debt service. The City Manager commented on the debt ratio of the City and efforts to raise the City's bond rating.

Public comments received from: Larry Stein and George Miller.

The Council discussed several issues including: Bond ratings of the city; water costs; number of working personnel; possible creation of golf commission; and appointing a PAC director.

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

2. SUBJECT: Monthly Budget Status Report for the Period Ending May 31, 2014. (067)

RECOMMENDATION: Receive report.

DISCUSSION: The Chief Financial Officer reviewed budget status including General Fund, Enterprise Utility Funds, economic indicators and cash balances.

Public comments received from: Larry Stein.

The Council commented on several issues including General Fund costs and PAC expenses.

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

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

2. SUBJECT: Verbal Update Concerning Las Cortes Relocation Issues (28 Acres East of Marquita Street and North of First Street and Approximately 4 Acres of City Parkland to the North of The Courts). (Mayor Pro Tem Ramirez)

DISCUSSION: The Housing Director reviewed the moving process and assistance being provided to residents.

ACTION: The City Council provided comments to staff.

1. SUBJECT: Verbal Report Regarding X-Ray/Gamma Operations at Westex, 390 South Del Norte Boulevard. (Councilmember Perello)

DISCUSSION: The CUPA Coordinator reviewed the work process using X-rays across from the MRF and that the investigation was continuing. The Environmental Resources Manager reviewed equipment used at the MRF

The Council commented on: safe working conditions; equipment use at the MRF; location of radiation sensors and radiation levels at the MRF.

ACTION: The City Council provided comments to staff.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Clerk (S-2); City Attorney and General Services Manager (S-3) and General Services Manager (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-2, S-4); Larry Stein (S-2); Eileen Tracy (S-3); Steve Nash (S- 2).

S. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Resolutions to Call November 4, 2014 Regular Municipal Election. (087)
RECOMMENDATION: 1) Adopt **Resolution No. 14,671** calling a regular municipal election for November 4, 2014, for the purpose of electing municipal officers; requesting consolidation with the Statewide general election on November 4, 2014; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and 2) Adopt **Resolution No. 14,672** establishing rules to govern submission of candidates' statements.
2. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements. (095)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Vida Newspaper (A-7696) for the publication of legal notices and legal advertisements for Fiscal Year (FY) 2014-15.

City Manager Department

3. SUBJECT: Project Specification GS11-06 Campus Park Gymnasium North Wing Tenant Improvements-Phase IV. (103)
RECOMMENDATION: Approve Project Specification GS11-06 and plans for the tenant improvements of the Campus Park Gymnasium North Wing and authorize staff to solicit bids for the project.
4. SUBJECT: Oxnard Performing Arts Convention Center Auditorium (PACC)-Carpet Replacement in Auditorium and Associated Areas. (105)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute the Contract with Jim Gill Flooring, Inc. (6673-14-CM) in the amount of \$65,211.00 for the replacement of carpet in the Oxnard Performing Arts Convention Center auditorium and associated areas; and 2) Approve a special budget appropriation in the amount of \$65,211.00 from the Performing Arts Convention Center Fund Balance restricted for facility improvements.

Development Services Department

5. SUBJECT: Establish Permit Parking in the RiverPark Neighborhood by Amending Section 8-56 of the Oxnard City Code to include Exhibit C. (111)
RECOMMENDATION: Removed from agenda.

Housing Department

6. SUBJECT: CalHome Mortgage and Rehabilitation Assistance Program Funding Application. (117)
RECOMMENDATION: Adopt **Resolution No. 14,673** authorizing the submittal of a grant application to the California Department of Housing and Community Development for funding under the CalHome Program.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY AND HOUSING AUTHORITY

At 9:41 p.m. the joint meetings with the Community Development Successor Agency Commission and Housing Authority concluded.

L. REPORT OF CITY MANAGER

The City Manager announced an upcoming report on the Desalter and that all future PowerPoint presentations will be posted 24 hours before the meeting.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: landscaping/water rules; Colonia Gym signage; educational ad hoc committee meeting; looking at banning plastic bag use; selection of City Attorney; cleaning of vacant lots; downtown development vision/mission and Juneteenth event at Plaza Park.

T. ADJOURNMENT

At 9:52 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

LYN MCGRAW
Deputy City Clerk

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 1, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 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; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney; James Cameron, Chief Financial Officer; Michelle Tellez, Human Resources Director and Rob Roshanian, Interim Public Works Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:33 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard et al. v. Kennedy Jenks Consultants, et al., Orange County Superior Court, Case No. 30-2013-00655651.

The City Council also recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of negotiations and to provide instructions to the City's negotiators Michelle Téllez, Director of Human Resources; Jeffrey C. Freedman, City's labor attorney, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees organization identified as the Oxnard Mid-Managers' Association and other matters within the scope of representation.

At 5:58 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:07 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 Williams, Fire Chief; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Chris Williamson, Principal Planner and Karl Lawson, Compliance Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Second Quarter of 2014.
DISCUSSION: The Council recognized Lorraine Ebdon, paralegal (City Attorney Office), who thanked City staff members for their support.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Ed Ellis; Martin Glatt; Cynthia Gonzalez; Tila Estrada; Inez Tuttle; Peggy Mikhail; Elliott Gabriel; Daniela Garcia; Elsa Serrano; Abel Magana and Steve Nash.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSQ. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Police Chief (S-1(b)); Compliance Services Manager (S-3); and Interim Public Works Director (S-5).

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

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council May 20, 2014. (011)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (017)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Housing Department

3. SUBJECT: Second Amendment to Resale Restriction Agreement with Peter A. Cortez. (021)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Resale Restriction Agreement with Peter A. Cortez (A-7479) for his residence at 2804 Riverpark Boulevard, allowing the Cortez family to lease the residence to a low-income household through June 30, 2015.*

Police Department

4. SUBJECT: Authorization to apply for FY 2014 Port Security Grant Program. (029)
RECOMMENDATION: Adopt **Resolution No. 14,674**: 1) The Chief of Police to submit an application to the Department of Homeland Security in the amount of \$50,000; 2) The City Manager to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer to appropriate the funds and perform all other required financial actions; and 4) The Chief of Police or designee to submit non-financial reports.

Public Works Department

5. SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company. (033)
RECOMMENDATION: Remove from agenda.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padilla)
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: Perello, S-3 only stating his belief that a time limit is needed regarding this matter.

H. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSDevelopment Services Department

1. SUBJECT: Interim Urgency Ordinance Prohibiting the Expansion of Existing, or Development of New, Electrical Generating Facilities Integrated with the Independent System Operator Grid and with Generating Capacity above 25 MW within the Coastal Zone Until the Oxnard Local Coastal Program Update is Completed. (001)
RECOMMENDATION: Adopt an interim urgency **Ordinance No. 2882** prohibiting the expansion of existing, or development of new, electrical generating facilities integrated with the Independent System Operator grid and with generating capacity above 25 MW within the Oxnard Coastal Zone pending studies and changes in the Local Coastal Program (LCP), land use plan and implementing zoning ordinance, and other applicable regulations.

DISCUSSION: The Interim City Attorney reviewed the procedures to approve an urgency ordinance including following "planning and zoning" law and being effective for 45 days. The Principal Planner reviewed the selection process of a new electrical facility; State regulations; Energy Commission Authority and allowing time to study any proposed development of a power plant on the coastal zone.

The following individuals spoke against approving the moratorium; Martin Rodriguez; Kurt Oliver; Anthony Taormina; Chris Curry (NRG); Tony Cordero; George Miller; Mike Barber; Tom Di Ciolli; Rod Cobos; Tila Estrada; Bryan Palmaro; Guillermo Ceja and Tom Nielsen.

The following individuals spoke in favor of the moratorium: Michael Stubblefield; Mike De Mortino; Linda Calderon; Nancy Pedersen; Steve Nash; Jim Hines; Esmeralda Zuniga; Dayane Zuniga; Irma Lopez; Evelyn Garcia; Cynthia Montero; Alejandra Hernandez; Jan Thomson; Jan McCorkin; Shannon McComb; Jim McComb; William Terry; Brian Segee; Denis O'Leary; Jo Ann Olivares; Lupe Anuiano; Julie Pena; Ellen Bougher-Hoarvey; Guadalupe Limon; Glades Limon; Helen Conly; Dr. Henry Villanauna; Carla Castilla (Hannah-Beth Jackson); Maree Penhardt; Joseph O'Neill; George Sorkin; Diane Delancy and Peter Brand.

Public comments were received from: Nancy Williams, Edison; Larry Stein and Woodrow Thomas.

The Council discussed: possible time schedule to approve a development plan; regulation process to approve the location of a power plant; the Oxnard 2030 Plan; jobs; possible site locations not along coast; effect of possible sea level rise and decommission of local power plants.

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

L. REPORT OF CITY MANAGER

The City Manager stated staff would work on placing the Coastal Management Plan updated.

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The Council discussed: Gold Coast Transit District; Ventura Regional Sanitation District meeting; Ventura County Water Shed District Grant (for "J" Street Drain improvements) and having a safe Fourth of July.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 10:22 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

July 8, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:02 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 Wednesday 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; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney; Rob Roshanian, Interim Public Works Director; James Williams, Fire Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager and Cynthia Daniels, Project Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

1. SUBJECT: Ventura County Fair Poster

DISCUSSION: Nowlan Woodruff, Kelly Lonagan and Justin Coert presented the 2014 Fair Poster to the Council and commented on Fair activities.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove (H-1) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis, Bob Allen, Juan Delgado, Pat Brown and Andy Moreno.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Fee for Public Use of Bicycle Lockers. (001)

RECOMMENDATION: Removed from agenda.

ACTION: Continue to future meeting.

ACTION: Mayor Flynn declared the public hearing open.

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

2. SUBJECT: Planning and Zoning Permit (PZ) No. 14-630-01 (Specific Plan Text Amendment) to add "Public Transit Administration and Operations Facility" as an allowable use within Planning Area 2, Business Park, of the Rose-Santa Clara Corridor Specific Plan, thereby facilitating development by the Gold Coast Transit District. Located north of Highway 101 (Ventura Freeway) between the Rose Avenue and Rice Avenue Highway 101 exits. (007)

RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2883** approving PZ No. 14-630-01 for a Text Amendment to the Rose-Santa Clara Corridor Specific Plan (RSCCSP) to add "Public Transit Administration and Operations Facility" as an allowable use within the RSCCSP; and 2) Adopt Mitigated Negative Declaration (MND) No. 2014-01 and the mitigation measures contained therein, subject to certain findings and conditions.

DISCUSSION: The Development Services Director reviewed the proposed changes and future plans of the proposed facilities.

Public comment was received from: Pat Brown.

The Council discussed: zoning location; water drainage; green requirements; location of facilities and bus traffic on area streets.

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

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Project Manager (S-2) and Interim City Attorney (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (071)

RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Development Services Department

2. SUBJECT: Disposal of Surplus Land and Transfer of Property at Ventura Boulevard Southeast of Santa Clara Avenue, West of Nyeland Avenue. (073)

RECOMMENDATION: 1) Adopt **Resolution No. 14,675** declaring the planning commission will not report on the conformity with the adopted general plan for disposal of surplus land at the Rice Avenue/ Santa Clara Avenue interchange improvements at Highway 101 (the project) because the parcels are remainders of larger parcels acquired and used in part for street purposes as permitted by the California Government Code; 2) Declaring six parcels identified as Exhibits 4 through 9 at Ventura Boulevard southeast of Santa Clara Avenue and west of Nyeland Avenue are surplus land for disposal according to state and federal laws and regulations; 3) Approve and authorize the Mayor to execute a deed transferring the property described in Exhibit 10 to the owner of the Country Squire Mobile Home Park to satisfy the environmental mitigation requirement of the project; and 4) Authorize the City Manager or Director of Development Services to execute such other documents as are appropriate to implement and close the transactions.

3. SUBJECT: Project Specification No. DS14-21 for Bus Pullouts at Esplanade and Vineyard. (095)

RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS14-21 to construct three improved transit stops for Gold Coast Transit at Esplanade Drive and Vineyard Avenue.

4. SUBJECT: Traffic Signal Modifications at the Intersection of Rice Avenue and Latigo Avenue. (097)

RECOMMENDATION: 1) Adopt Project Specification No. DS 14-10 for the modification of the existing traffic signal at the intersection of Rice Avenue and Latigo Avenue; and 2) Approve the special budget appropriation recognizing the Federal grant funding of \$149,400 from the Highway Safety Improvement Program (HSIP), federal pass-thru. funding of \$25,000 from Gold Coast, and \$20,000 from the Air Pollution Buy Down fund, and transferring existing appropriations of Circulation System Improvement Funds in the amount of \$20,655 from the Traffic Victoria Avenue Sidewalk project as local match to Rice Avenue / Latigo Avenue (Project No. 143103).

Fire Department

5. SUBJECT: Adjustment of the State General Oversight Surcharge Fee, Replacement of the Existing Electronic Reporting Surcharge Fee with an Electronic Maintenance Surcharge Fee, and Addition of New Aboveground Petroleum Storage Act (APSA) Oversight Surcharge Fee for the Certified Unified Program Agency (CUPA) Services and Permits. (101)

RECOMMENDATION: Adopt **Resolution No. 14,676** to adjust the existing State General Oversight Surcharge fee, replace the existing Electronic Reporting Surcharge Fee with an Electronic Maintenance Surcharge fee, and add a new APSA Oversight Surcharge Fee.

Public Works Department

6. SUBJECT: First Amendment to Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc. (105)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc., (A-7620) in the amount of \$454,281 for a total contract of \$662,379 for receiving water monitoring services and extend the expiration date to July 1, 2015.

7. SUBJECT: PW14-05 Bryce Canyon North Neighborhood Street and Water Line Improvement Project. (145)

RECOMMENDATION: Approve Project Specification No. PW14-05 for the improvements of streets sidewalks, curbs, gutters, and replacement of street name signs, and the replacement of cast iron main water lines in the Bryce Canyon North Neighborhood and authorize staff to solicit bids.

8. SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company. (149)

RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order with Granite Construction, Incorporated (Granite) and a Blanket Purchase Order with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of \$1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2014-2015 fiscal year.

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

L. REPORT OF CITY MANAGER

The City Manager requested that the July 15 Council meeting be canceled and the Council concurred. He also commented on the use of the GREAT facility; water conservation and the wetland location.

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The Council discussed various meetings including: upcoming EDCO meeting; Channel Islands Task Force; meeting with "school districts" regarding the Performing Arts Center location and California Coastal Commission meeting (regarding local Coastal Plan).

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comment was received from: Gerard Kapuscik.

P. STUDY SESSION

T. ADJOURNMENT

At 7:24 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
July 15, 2014

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

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

July 22, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:33 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; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim Acting City Attorney and Cynthia Daniels

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Steve Nash and Rebecca Ralph. The Interim City Attorney

C. CLOSED SESSION

At 4:39 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed are Peter Cavanagh v. City of Oxnard, et al. is United States District Court, Case No. CV11-07112-JGB-(RNB); City of Oxnard v. Southern California Gas Co., et al. Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA and City of Oxnard v. Dale Belcher, et al. Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA.

At 6:03 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:09 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. Jeri Williams, Police Chief; James Williams, Fire Chief; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Lou Balderrama, City Engineer and Jason Samonte, Traffic Engineer.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating July, 2014 as "Juvenile Arthritis Awareness Month"

DISCUSSION: Fred Camarillo commented on the need for community awareness of "Juvenile Arthritis" and efforts for treatment.

ITEMS REMOVED FROM AGENDA

The Council concurred to removed (S-2(F)) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Donald Thibeault; Anthony Navarro; Lucy Cartagena; Jim Milstead; Jean Joneson; Joe Avelar; Jaime Becerra; Hector Pelayo; Martin Jones; Veroniaca Centeno; Dan Pinedo; Lee Cobb; Juan Delgado; Larry Stein and Danna Aten.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**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: Fee for Public Use of Bicycle Lockers. (001)**

RECOMMENDATION: 1) Hold a public hearing and receive comments on the proposed fee for public use of bicycle lockers on City-owned property; 2) Adopt **Resolution No. 14,677** establishing a fee of \$50.00 for a key and damage deposit; and 3) Approve a special budget appropriation of \$500 from Air Pollution Buy-Down to operate the bicycle locker program.

DISCUSSION: Public comment was received from: Harold Ceja.

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

I. PUBLIC HEARINGS**J. APPOINTMENT ITEMS****K. REPORTS****Fire Department****1. SUBJECT: Funding for Firefighter Trainee Academy. (007)**

RECOMMENDATION: Approve the reallocation of \$495,000 of available Public Safety Measure O funds for a Firefighter Trainee Academy.

DISCUSSION: The Fire Chief reported on the reasons to train Firefighters, the schedule to train firefighters, grant restraints and use of Measure O funds.

Public comments were received from: Larry Stein; Martin Jones and Rebecca Ralph.

The Council discussed: training schedule; personnel service level; in-house training costs and possible training coordination with County.

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

L. REPORT OF CITY MANAGER

1. **SUBJECT:** Verbal Report on Allowing Amplified Music at the College Park Group Picnic Area located at 3250 South Rose Avenue.

RECOMMENDATION: Receive report and provide direction to staff.

DISCUSSION: The City Manager and General Services Manager reviewed reasons for amplified music at College Park, permitting process and park restrictions.

Public comments were received from: Joe Avelar; Greg Beckner; Nancy Pedersen; Larry Stein; Pat Brown; Martin Jones; Rebecca Ralph and Dan Pinedo.

The Council discussed: park hours and rules; having music restrictions and loud music concerns of local neighborhood residents.

ACTION: Provided comments to staff.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** League of California Cities Annual Conference Voting Delegate/Alternate 2014. (009)

RECOMMENDATION: Designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.

DISCUSSION: The Deputy City Manager requested the appointment of a voting delegate and alternate to the conference.

ACTION: Approved to appoint Mayor Pro Tem Ramirez as voting members and Councilmember Padilla as alternate. (MacDonald/Perello). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

N. PUBLIC COMMENTS ON REPORTS**O. PUBLIC COMMENTS ON STUDY SESSION****P. STUDY SESSION****Development Services Department**

1. **SUBJECT:** Business License and Permit Process Improvements. (015)

RECOMMENDATION: Provide comments regarding a review of potential license and permit process improvements.

DISCUSSION: The City Manager and Development Services Director reviewed the permit process; having a project review team; developing possible improvement measures and returning to Council with recommendations.

Public comments were received from: Darlene Miller; Paul Montgomery; Pat Tafoya; Pat Brown; Larry Stein; Abel Magana; Daniel Lechlitter; George Sorkin; Roy Prince and Francine Castanon.

The Council discussed: application process; staffing level; inspecting process; assisting residents and the commercial sector.

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

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Chief Financial Officer (S-2(b)); General Services Manager (S-3); Mike Barber (S-6); Development Service Director and Traffic Engineer (S-7); Interim Public Works Director and City Engineer (S-11); City Manager and Interim Public Works Director (S-12).

At 10:09 p.m., Mayor left the meeting and Mayor Pro Tem Ramirez presided. At 10:12 p.m., Mayor Flynn returned to the meeting and presided.

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Joe Avelar (S-3); Pat Brown (S-3, S-7, S-8); Larry Stein (S-3 & S-7) Abel Magana (S-6) and Juan Delgado (S-3).

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

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for June 3, 10 and 17, 2014. (017)
RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (037)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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 * (S-2(f) was removed from the list).
3. **SUBJECT:** Purchase of Vacant Parcel Adjacent to Lemonwood Park –Funding to Purchase and Remediate the Site. (041)
RECOMMENDATION: 1) Approve the purchase from Bank of America of the undeveloped land parcel located adjacent to City's Lemonwood Park at 2055 San Mateo Place; and 2) Approve a budget transfer in the amount of \$93,333 from the East Village Park Project to fund the land purchase and cover estimated remediation cost.

Development Services Department

4. **SUBJECT:** Second Reading of **Ordinance No. 2883** Regarding Planning and Zoning Permit No. 14-630-01 (Specific Plan Text Amendment to the Rose-Santa Clara Corridor Specific Plan). (101)
RECOMMENDATION: Second Reading and adoption.
5. **SUBJECT:** Modification to Two Declarations of Restrictive Covenants on Properties Located at 1751 N. Lombard Street (APN 213-0-081-055) to Facilitate the Owners Obtaining a Small Business Administration Loan. (107)
RECOMMENDATION: Approve and authorize the Mayor to execute modifications to the terms of two existing Declaration of Restrictive Covenants executed in favor of the City of Oxnard.

6. SUBJECT: Santa to the Sea Mural Project. (125)
RECOMMENDATION: Adopt **Resolution No. 14,678** supporting the creation of a mural on a Caltrans barrier wall and accepting maintenance responsibility.
7. SUBJECT: Special Budget Appropriation for Citywide Crosswalk Beacons in 2015. (129)
RECOMMENDATION: Approve a special budget appropriation to transfer \$405,000 from "Oxnard Blvd Bike & Pedestrian" project budget and appropriate \$227,000 from the air pollution buy-down fund balance for a total of \$632,000 for a "Crosswalk Beacons" project budget for citywide crosswalk beacons.

Fire Department

8. SUBJECT: Accept a Grant Award from the California Office of Traffic Safety for Vehicle Extrication Equipment. (135)
RECOMMENDATION: Adopt **Resolution No. 14,679**: 1) Approving the City Manager or his designee's acceptance of a grant from the California Office of Traffic Safety in the amount of \$197,100.00, for the purpose of purchasing equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department; 2) Authorize the City Manager or designee to execute grant agreements or any other documentation that the California Office of Traffic Safety requires to carry out the purposes of the grant; 3) Authorize the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorize the Fire Chief or designee to submit non-financial reports.

Public Works Department

9. SUBJECT: 2014 Integrated Regional Water Management Plan Update and Adoption. (141)
RECOMMENDATION: Adopt a resolution that: 1) Adopts the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan; 2) Finds that the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan is exempt from the California Environmental Quality Act (CEQA); and 3) Authorizes and directs the City Manager, or designee, to file a Notice of Exemption in accordance with provisions of CEQA.
10. SUBJECT: PW13-18 Nyeland Acres 12-Inch Waterline Loop Project. (147)
RECOMMENDATION: Approve Project Specification No. PW13-18 for the installation of 12-inch diameter water line crossing under State Highway 101 between Del Norte Boulevard and Rice Avenue and authorize staff to solicit bids.
11. SUBJECT: Fifth Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project. (149)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Fifth Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338), to increase the total by \$396,000 for a total contract value of \$5,334,524; and 2) Approve the attached special budget appropriation (SBA) in the amount of \$396,000.
12. SUBJECT: Professional Services Agreement with AECOM Technical Services, Inc. for Water Operations, Management and Assessment Project. (155)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with AECOM Technical Services, Inc. (A-7700) in the amount of \$1,561,389 for phase 1 of the Water Operations, Management and Assessment Project.

Recreation and Community Services Department

13. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2014-2015. (197)

RECOMMENDATION: 1) Authorize the City Manager or designee to execute grant agreements, the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds; and 2) Approve a special budget appropriation to recognize the grant award in the amount of \$80,731 for amendment #5 and program donations for the FY 2014-2015 Senior Nutrition Program.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of S-2(f)*. (MacDonald/ Ramirez) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

L. REPORT OF CITY MANAGER

The City Manager commented on: attending Neighborhood meetings and the Department directors had a retreat.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: Relay for Life; upcoming Oxnard/Ocotlan Visitation; Regional Rail Authority Meeting; follow-up report following D.A. report regarding Alfonso Limon; upcoming Conference on Poverty; Airport Authority; Ventura County Sanitation District; Parks & Recreation agenda; Dallas Cowboys' training camp; local Japanese Festival; Ad Hoc Harbor Committee, Ad Hoc Education Committee and upcoming Salsa Festival.

T. ADJOURNMENT

At 10:53 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

June 10, 2014

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

HOUSING AUTHORITY

At 9:09 p.m. the joint meeting with the Housing Authority concluded.

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

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

RECOMMENDATION: Receive and consider verbal report.

DISCUSSION: The Interim Redevelopment Services Manager reviewed the past meeting of Oversight Board regarding discussions of Department of Finance of past agreements, maintenance agreement and repayment of past Redevelopment loans.

The Commissioners discussed: approval process of ROPS; maintenance agreement; downtown boundaries and repayment of loans.

ACTION: The Commissioners received the report and provided comments.

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 9:24 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:24 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 17, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 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 and Financing Authority. Commissioners Timothy B. Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Commissioner Bryan A. MacDonald was absent. 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; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; and Lou Balderrama, City Engineer.

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

Public Works Department

3. SUBJECT: Streets Resurfacing Program and Funding Discussion. (053)

RECOMMENDATION: Receive a report on the Street Resurfacing Program and provide guidance to staff on the funding options.

DISCUSSION: The Interim Public Works Director reviewed last street projects and projected street maintenance. The Chief Financial Officer commented on possible funding options including Enterprise Fund allocation. The City Engineer commented on street repair process and types of street materials used.

Public comments were received from: Pat Brown; Larry Stein and George Miller.

The Commissioners discussed: use of Measure O; “truck-use” of streets; maintenance of streets and possible schedule to fix City streets.

ACTION: The Commissioners provided comments and directions to staff regarding option four. (Flynn/Padilla). Ayes: Flynn, Ramirez, Padilla and Perello. Absent: MacDonald.

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

At 10: 27 p.m., Chairperson Flynn left the meeting and Vice-Chairperson Ramirez presided.

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for April 15 and 22, May 6, 13 and 20, June 3, 2014. (059)
RECOMMENDATION: Approve.

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

CITY COUNCIL/COMMUNITY COMMISSION HOUSING AUTHORITY

At 10:51 p.m., the joint meetings with the City Council, Housing Authority and Financing Authority concluded.

T. ADJOURNMENT

At 10:51 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CARMEN RAMIREZ
Vice-Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

June 24, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Commissioner Bryan A. MacDonald was absent. 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; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council and Community Development Commission Successor recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA

At 6:11 p.m., the City Council and Community Development Commission Successor reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:16 p.m., 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. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACITY COUNCIL/COMMUNITY COMMISSION HOUSING AUTHORITY

At 9:41 p.m., the joint meetings with the City Council and Housing Authority concluded.

T. ADJOURNMENT

At 9:41 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 1, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 8, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 15, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
July 22, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 09/09/2014

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

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. S-2Reviewed By: City Manager JWCity Attorney JDRFinance JL

Other (Specify) _____

DATE: September 2, 2014**TO:** City Council**FROM:** Greg Nyhoff, 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 prior to the Council meeting.

City Manager Contract List for 09/09/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Police Alex Arnett 486-6211	Ventura County District Attorney Agreement No. A-7697	Deputy District Attorney Gang Prosecutor Agreement This is a renewal of the contract that pays half of the cost for a full-time deputy district attorney to handle the civil cases, People of the State of California vs. Colonia Chiques and People of the State California vs. Southside Chiques. This deputy district attorney will also ensure the consistent enforcement and vertical prosecution of criminal cases arising out of violations of the civil order. Total Contract Amount: \$98,668 FundingSource: General Fund	\$98,668
B	Original Agreement	CM General Services Patricia Friend 385-7821	Labor Compliance Providers, Inc. (LCP, Inc.) Agreement No. A- 6763	On-Call Services for Labor Compliance Monitoring Labor Compliance Providers, Inc. (LCP, Inc.) has provided the On-Call Services for Labor Compliance Monitoring under a previous contract. Based on past experience and response to the Request for Qualifications (RFQ), LCP, Inc. was selected to continue providing this service. Labor compliance and certified payroll monitoring is required for all Federal Funded construction projects. Total Contract Amount: \$250,000 FundingSource: Various Projects	\$250,000
C	Amendment	Development Services/Planning Chris Williamson 385-8156	County of Ventura Agreement No. A-7218 Amendment 1	Extend agreement with the County of Ventura for Cultural Heritage review services In October 2009, the City entered into a five year agreement with the County. This first amendment will extend the agreement for an additional three years. It is estimated that an additional three years would cost approximately \$35,000. Planning is able to recover costs by requiring reimbursement from the applications for the cost of Cultural Heritage Review services related to their projects. These services are associated with implementing City Resolution No. 10,135, concerning the Declaration of County Landmarks, Monument and Points of Historical interest located within the City of Oxnard, which include review, landmark recommendations to the City Council, Certificate of Appropriateness consideration for alterations of historical sites, environmental reviews of projects effecting historic sites, and historical property contracts. Total Contract Amount: \$100,000 FundingSource: Planning Fee/General Fund	\$35,000

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 09/09/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Purchase Order	Public Works Administrative Services - Public Works Administration Lou Balderrama 340-5358	Pacific Aqua Technologies Purchase Order No. 1710	Hydranautics Reverse Osmosis Membranes This item is for the replacement of reverse osmosis membranes at the Desalter Plant. During the start up process it was observed the membranes had extensive salt deposits requiring replacement. The City solicited bids from three suppliers. Pacific Aqua Technologies submitted the lowest bid. Total Contract Amount: \$29,046 FundingSource: Water Operating Funds	\$29,046
E	Purchase Order	Police Department Charles Woodruff 385-7600	CrimePoint Purchase Order No. 1701	Surveillance Equipment Purchase The Oxnard Police Department is in need of additional surveillance equipment to conduct gang and narcotic-related investigations. This is a sole source vendor as CrimePoint is the only company that sells and installs the necessary equipment. This purchase and installation is 100% grant funded using the Gang Violence Suppression Grant. Total Contract Amount: \$30,100 FundingSource: Gang Violence Suppression Grant	\$30,100
F	Purchase Order	Police Department Sylvia Paniagua 385-7608	New World Systems Purchase Order No. 1688	Bar Coding Interface with New World Systems New World Systems is the supplier for the City's computer aided dispatch/records management systems. A custom integrated solution that combines evidence room functionality with Law Enforcement Records Management System is needed in order to eliminate redundant entry of evidence and property items. This is a sole source vendor as there is no alternative source to link the required interface since the software is propriety software developed in-house by the vendor. No other vendor or developer is allowed to write interfaces to their software. Total Contract Amount: \$28,800 FundingSource: Measure O	\$28,800

ATTACHMENT #1
PAGE 2 OF 3

City Manager Contract List for 09/09/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
G	Purchase Order	Police Sylvia Paniagua 385-7608	File On Q Purchase Order No. 1660	Bar Coding Interface with New World Systems/FileOnQ (CAD/RMS) New World Systems is the supplier for the City's computer aided dispatch/records management system (CAD/RMS). This custom integrated solution combines evidence room functionality with Law Enforcement Records Management System and will eliminate redundant entry of evidence and property items. This is a sole source vendor as there is no alternative source to link the required interface since the software is proprietary software developed in-house by the vendor. No other vendor or developer is allowed to write interfaces to the CAD/RMS. Total Contract Amount: \$29,995 FundingSource: Measure O	\$29,995
H	Purchase Order	Library Barbara Murray 385-7522	SirsiDynix Purchase Order No. 1713	FY15 Annual Software Maintenance Agreement Library's Integrated Library System In 2002 the Oxnard Public Library purchased an Integrated Library System (ILS) from Sirsi Corporation (now known as SirsiDynix) to replace the Library's Dynix computer system. The ILS provides the computer software for the library collection operations such as material purchasing, cataloging, circulation and patron records. This purchase order represents the annual maintenance fee and is the final year of the current agreement. Total Contract Amount: \$65,089 FundingSource: General Fund	\$65,089
I	Task Order	Public Works Lou Balderrama 340-5358	Leighton Consulting Agreement No. A-6396 Task Order 3A	On-Call Soils and Materials Testing This item involves soils and materials testing for the Alley Reconstruction Project. The geotechnical services being provided are typical of all street resurfacing and alley reconstruction projects. This Task Order in the amount of \$28,392 is being processed under the On-Call services contract with Leighton Consulting. The contract with Leighton Consulting was procured through a Request for Proposal (RFP) process in accordance with the City's procurement policy. Total Contract Amount: \$250,000 FundingSource: Measure O Funds	\$28,392

ATTACHMENT
PAGE 2 OF 3 #1

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

Prepared By: Patricia Friend *PF* Agenda Item No. S-3Reviewed By: City Manager *JM* City Attorney *SMF* Finance *QC* Other (Specify) _____

DATE: August 8, 2014

TO: City Council

FROM: Michael Henderson, General Services Superintendent *MHA*

SUBJECT: Agreement No. 6856-14-CM –General On-Call Engineering Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement 6856-14-CM with Penfield & Smith Engineers in the not-to-exceed amount of \$750,000 for general on-call engineering services for three years beginning on September 9, 2014.

DISCUSSION

It has been determined that many small projects within the City require the services of a licensed engineer to allow a set of plans to be approved through the City's plan check process. General Services issued and advertised a Request for Proposal (RFP) for these services. The RFP became available to the public starting on Monday, May 12, 2014 and was due for proposal submittal on Monday, June 9, 2014. The City received seven proposals. Penfield & Smith Engineers was selected as the most qualified firm. A three year agreement with a not to exceed amount of \$750,000 is recommended for approval. The agreement includes an option to renew for an additional one year and will be brought back to City Council in June 2017.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments requiring these services on a project by project basis. Services are approved through a Task Order which is submitted for City Council approval if the Task Order is over \$25,000.

MH/pcf

Attachment #1 – Agreement

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 9th day of September, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as engineering and land surveying services; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A and Exhibit A-1 attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

ATTACHMENT 1
EXHIBIT
PAGE 1 OF 24

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided with each proposal for each task order assigned and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, P.E. 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 first term of the Agreement shall begin on September 9, 2014 and expire on September 9, 2017; with option to renew for an additional one (1) year term for a final expiration date of September 9, 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 for the first term not to exceed \$750,000 for 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as 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, or passive negligence.

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 Penfield & Smith Engineers, Inc., 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras, P.E.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, CM General Services, 1060 Pacific Ave., Oxnard, California 93030, Attention: Patricia Friend.

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: Penfield & Smith Engineers

Tim Flynn, Mayor



~~Glen Pace, P.E., Principal Engineer + V.P.~~
David Rundle, P.E.

ATTEST:

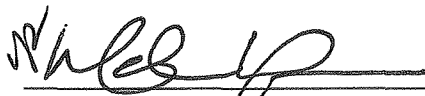
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



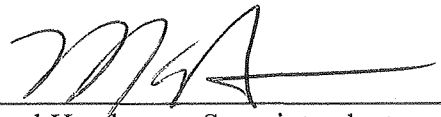
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



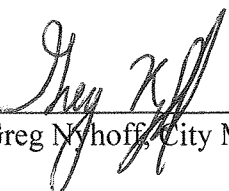
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Michael Henderson, Superintendent
CM General Services / Purchasing Agent

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

CERTIFICATION

The undersigned affirms that he or she is duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to submission to the City.

 Signature David Rundle, P.E. Glen Pace, P.E., LEED AP Typed Name 805-981-0706 Telephone No. 805-981-0251 Fax No. Date	Principal Engineer Vice President Title Penfield & Smith Engineers Company Name 1327 Del Norte Road, Ste. 200 Mailing Address Camarillo, CA 93010 City, State, Zip
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CORPORATE SEAL IF SUBMITTED BY A CORPORATION

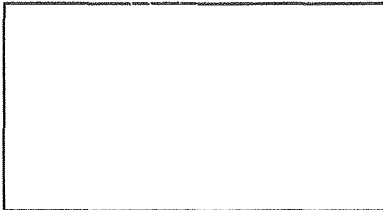


Exhibit A

SCOPE OF TYPICAL PROJECT WORK

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The consultant task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not limited to the following:

- a. Meet with or communicate with Project Manager or Designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
- b. Prepare and distribute any meeting minutes for a task order assignment.
- c. Obtain approval of all required plan check & permits; City, County, State.
- d. Track all design services for all individual projects as assigned by task order.
- e. Assist the City in obtaining all required permits as may be necessary from any Agency.
- f. Provide quality control.
- g. Perform cost estimates for each milestone included in each task order.
- h. Perform a constructability analysis as may be required for each task order assigned.
- i. Construction Services - Review RFI (request for information), submittal, and shop drawings associated with each task order assigned.
- j. Maintain good record keeping; including task order number and dollar amounts as assigned.
- k. Provide a schedule of each task, the overall design schedule and construction phase.
- l. Schedule owner meetings as necessary during design.
- m. Provide value engineering recommendations to City staff members and architect/engineer.
- n. Keep daily communication or as required with City staff and subconsultants per assignment.
- o. Aid with any Development of Parks / Facilities, Public Works or Development Services Plans as may be required and assigned.
- p. Other duties as may be required by City staff for these types of services.

Exhibit A-1

ADDED SCOPE OF TYPICAL PROJECT WORK

Consultant shall furnish the following professional consulting services to the City for any proposed Landscape Maintenance Assessment Districts.

1) Consultant shall:

- a) Determine, with City staff input, the needs and requirements of landscape and maintenance associated with maintenance associated with Assessments Districts.
- b) Determine, with City staff input and based upon the requirements set out in Article XIII D section 4(a) of the California Constitution, the annual cost for landscape and maintenance of Assessment Districts.
- c) Obtain County Districts Assessor maps and right-of-way records for Assessment Districts.
- d) Obtain the most recent ownership information of properties in Assessment Districts that have closed escrow.
- e) Prepare an Engineer's Report that complies with the requirements of Article XII D section 4(a) of the California Constitution and assist in the distribution of these notices and ballots as required by Article XIII D section 4(d) of the California Constitution.
- f) Prepare notice and ballots that comply with the requirements of Article XIII D section 4(d) of the California Constitution and assist in the distribution of these notices and ballots required by Article XIII D section 4(d) of the California Constitution.
- g) Prepare for and attend meetings with City Staff and Developer's representatives.
- h) Attend a public hearing for each District as required by Article XIII D section 4(e) of the California Constitution, present the findings set out in the Engineer's Report at the public hearing and tabulate the results of the balloting conducted at public hearing.

EXHIBIT B
7/24/14

PENFIELD & SMITH

Engineering

Engineering Technician	\$85
Associate Technician	95
Senior Technician	105
Designer	125
Senior Designer	140
Junior Engineer	105
Assistant Engineer	125
Associate Engineer	145
Senior I Engineer	160
Senior II Engineer	170
Principal Engineer	190

Geomatics (Surveying & Mapping)

Surveying Technician	\$105
Surveying Associate	145
Senior Surveyor	170
Principal Surveyor	190
One-Man Survey Crew	180
Prevailing Wage	200
Two-Man Survey Crew	240
Prevailing Wage	275

Planning

Assistant Planner	\$110
Associate Planner	130
Senior I Planner	155
Senior II Planner	165
Principal Planner	180

Construction Management

Construction Technician	\$95
Assistant Construction Manager	125
Associate Construction Manager	145
Senior I Construction Manager	160
Senior II Construction Manager	170
Principal Construction Manager	190

Construction Management (Cont.)

Construction Inspector	\$100
Prevailing Wage	125
Senior Construction Inspector	110
Prevailing Wage	130
Chief Inspector/Owner's Representative	120
Prevailing Wage	135

General

Technical/Clerical Support	\$75
Dry Utility Coordinator	150
Special Consultant	220
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate	
Out-of-town Survey Crew Travel = 1/2 times regular rate	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

EZ DESIGN STUDIOS

Principle	\$165
Senior	150

HAMNER, JEWELL & ASSOCIATES

Managing Senior Associate	\$180
Legal Support	180
Senior Associate II	160
Senior Associate I	130
Associates II	110
Associates I	95
Assistants/Transaction Coordinator	80

IRJ ENGINEERS, INC.

Principals	\$140
Professional Engineers	120
Senior Engineering Designers	80
Engineering Designers/CAD Drafters	65
Clerical Staff	50

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index for Los Angeles and Orange County.

EXHIBIT B
7/24/14

JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS

Principal Landscape Architect	\$120
Associate Landscape Architect	95
Drafter/CAD	65
Certified Arborist	65
Clerical	35
Fountainhead Architects	
Principal Architect	125
Larry Hauer Structural Engineer	170
Reimbursable Expenses	Cost +15%

MICHAEL K. NUNLEY & ASSOCIATES

Project Manager	\$165
Senior Project Engineer	155
Project Engineer	135
Hydraulic Analyst	115
GIS Specialist	115
GIS Technician	95
Drafter	80
Administrative Assistant	45
Direct Project Expenses	
Outside Reproduction	Cost
Subcontracted/Subconsultant	
Services	Cost + 10%
Travel & Subsistence (other than	
Mileage)	Cost
Auto Mileage	Current IRS Rate - \$.565/mi

TWINING

Engineering and Consulting Personnel

Senior Principal Advisor/Consultant	\$245
Principal Engineer/Geologist	165
Metallurgical Engineer	160
Registered Geotechnical Engineer	160
Technical Advisor	175
Material Scientist, Welding/	
NDT Consultant	175
Registered Geologist/Certified Engineering	
Geologist	145
Senior Engineering/Geologist	145

Engineering and Consulting Personnel (Cont.)

Registered Civil Engineer	\$140
Roofing/Waterproofing Consultant	180
Project Engineer/Manager	130
Quality Control Manager	115
Senior Staff Engineer/Geologist	110
Staff Engineer/Geologist	105
Quality Control Administrator	95
Metallurgical Technician	85
CADD Operator/Draftsperson	75
Field Supervisor/Safety Manager	110
Laboratory Manager	100
Laboratory Technician	75
Expert Witness Testimony	390
Qualified SWPPP Developer	125
Qualified SWPPP Practitioner	115

Field Inspection Personnel

Concrete/Reinforced Steel Inspector	\$88
Pre-stressed/Post Tensioned Inspector	88
Concrete ICC Inspector	88
Drilled-In-Anchor Inspector	88
Gunite/Shotcrete Inspector	88
Masonry Inspector	88
Structural Steel/Welding Inspector	88
AWS Welding Inspector	88
Fireproofing Inspector	88
Lead Inspector	90
L.A. Deputy Grading Inspector	92
Asphalt Field and Plant Inspector/Tech	88
Pile Driving Inspector	88
Soils Technician	88
Concrete Quality Control (ACI/Caltrans Tech)	88
Roofing/Waterproofing Inspector	107
Mechanical Inspector	122
Electrical Inspector	122
Plumbing Inspector	122
Building Inspector	122
Field Engineering Technician	100

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index for Los Angeles and Orange County.

**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. 6856-14-CM
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.

7/14

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2014

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 Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101		CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626 844-3070 FAX (A/C, No): 626 844-3074 E-MAIL ADDRESS: speters@insdra.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1929376255

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEE7288200	3/4/2014	3/4/2015	\$2,000,000 \$4,000,000 Per Claim Annl Aggregate

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

RE: WO #21396.00, General On-Call Engineering Services - City of Oxnard; Reference #6856-14-CM

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of Oxnard
Attn: Risk Manager, Ref #6856-14-CM
300 W. Third Street, Suite: 302
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy Peters

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ACORD 25 (2014/01)

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ATTACHMENT 1
EXHIBIT

PAGE 78 OF 24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2014

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 ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Jeff B. Connelly	Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PENF-01	FAX (A/C, No):
INSURED Penfield & Smith Engineers Inc P. O. Box 98 Santa Barbara, CA 93102	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Ins. Co.			
INSURER B : Hartford Accident & Indemnity			
INSURER C : Hartford Fire Ins.Co.		19682	
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACT LIAB. ☒ XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		84SBWVL9749	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		84UEGNY1948	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$ 10,000		84SBWVL9749	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	84WBGZF2232	09/01/2013	09/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
W.O. #21396.00 GENERAL ON-CALL ENGINEERING SERVICES-CITY OF OXNARD. WHEN REQUIRED BY WRITTEN CONTRACT CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED TO ABOVE COVERAGES EXCEPT W/C AND INSURANCE IS PRIMARY & NON-CONTRIBUTORY TO ANY OTHER INSURANCE CARRIED. A 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN TO

CERTIFICATE HOLDER

CANCELLATION

CITYOFO CITY OF OXNARD ATTN: RISK MANAGER REFERENCE NO. 6856-14-CM 300 W. THIRD ST., SUITE 302 OXNARD, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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NOTEPAD:

HOLDER CODE CITYOFO
INSURED'S NAME Penfield & Smith Engineers Inc

PENF-01
OP ID: SL

PAGE 2
DATE 07/31/14

THE CERTIFICATE HOLDER PER POLICY ENDORSEMENT.

GLAI/AUTOAI/WOCWC

POLICY NUMBER: 84WBGZF2232
INSURED: Penfield & Smith Engineers Inc

WORKERS COMPENSATION

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the Coverage provided under the policy:

Waiver of Subrogation

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 any person or organization from whom you are required by written contract or agreement to obtain this waiver, but only with respect to bodily injury arising out of the operations where you are required by written contract or agreement to obtain this waiver of rights from us.

Rev 5.13

POLICY NUMBER: 84SBWVL9749
INSURED: Penfield & Smith Engineers Inc

BUSINESS LIABILITY COVERAGE

**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT
OR PERMIT**

This is a summary of the Coverage provided under the following:

BUSINESS LIABILITY COVERAGE FORM SS 00 08

WHO IS AN INSURED (Section C) states that the following is also an additional insured:

Additional Insured by Contract, Agreement or Permit

Any person or organization is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the executive of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

Primary and Non-Contributory to Other Insurance When Required by Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Rev 5.13

POLICY NUMBER: 84UEGNY1948
INSURED: Penfield & Smith Engineers Inc

AUTO LIABILITY COVERAGE

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the Coverage provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE FORM HA9916

Additional Insured if Required by Contract

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory if Required by Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary.

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



Meeting Date: 9/09/14

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

Prepared By: Danielle M. Navas *Danielle M. Navas* Agenda Item No. S-4
 Reviewed By: City Manager *MM* City Attorney *JBB* Finance *PL* Other (Specify) _____

DATE: August 19, 2014

TO: City Council

FROM: Danielle M. Navas, City Treasurer *Navas*

SUBJECT: Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the Fourth Quarter F/Y 2013-2014.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on October 1, 2013. The City of Oxnard Treasurer's Office Market Report as of June 30, 2014 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of June 30, 2014:

Original cost of investments	\$ 123,984,639	Book Value
Total to be received at maturity	\$ 123,985,000	Par Value
If sold on June 30, 2014	\$ 123,786,113	Market Value
Gain/ (Loss) if sold on June 30, 2014	\$ (198,526)*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (4th quarter)	\$ 247,179	
Average yield (4th quarter)	.83%	(for the month .84%)
Average days to maturity (4th quarter)	803	(for the month 804 days)

Subject: Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014

August 19, 2014

Page 2

The quarterly average yield on the portfolio was .83 percent compared with the Local Agency Investment Fund (LAIF) yield of .26 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted and anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of June 30, 2014

Attachment #2 – Benchmark Rate Comparison



Inventory by Market Value

Revised

As Of Date: 06/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	1,980,340.00	8,388.89
			01/30/2018	1.000000	2,000,000.00	99.017000	SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,967,600.00	1,055.56
			06/12/2018	1.000000	2,000,000.00	98.380000	SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,971,520.00	1,080.00
			06/13/2018	1.080000	2,000,000.00	98.576000	SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,985,860.00	266.67
			06/27/2018	1.200000	2,000,000.00	99.293000	SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,985,860.00	266.67
			06/27/2018	1.200000	2,000,000.00	99.293000	SUNGARD
Subtotal				1.096000	10,000,000.00	9,891,180.00	11,057.79
				1.096000	10,000,000.00	98.911800	
Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN							
16935	FNMA	3136G02U4	11/14/2012	.625000	2,000,000.00	1,993,520.00	1,631.94
			11/14/2016	.625000	2,000,000.00	99.676000	SUNGARD
16936	FNMA	3136G04S7	11/21/2012	.750000	2,000,000.00	1,993,400.00	5,416.67
			02/21/2017	.750000	2,000,000.00	99.670000	SUNGARD
16939	FNMA	3135G0TV5	01/30/2013	1.030000	2,000,000.00	1,979,320.00	8,640.56
			01/30/2018	1.030000	2,000,000.00	98.966000	SUNGARD
16942	FNMA	3136G1BK4	02/05/2013	1.000000	2,000,000.00	1,978,040.00	8,111.11
			02/05/2018	1.000000	2,000,000.00	98.902000	SUNGARD
16947	FNMA	3136G1LE7	05/15/2013	1.010000	1,000,000.00	982,870.00	1,290.56
			05/15/2018	1.010000	1,000,000.00	98.287000	SUNGARD
16948	FNMA	3135G0XG3	05/21/2013	1.000000	1,000,000.00	983,510.00	1,111.11
			05/21/2018	1.000000	1,000,000.00	98.351000	SUNGARD
Subtotal				.882000	10,000,000.00	9,910,660.00	26,201.95
				.882000	10,000,000.00	99.106600	
Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS							
16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	2,000,220.00	7,883.33
			08/22/2017	1.100000	2,000,000.00	100.011000	SUNGARD
16929	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	2,000,220.00	7,883.33
			08/22/2017	1.100000	2,000,000.00	100.011000	SUNGARD
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,976,700.00	4,050.00
			10/10/2017	.900000	2,000,000.00	98.835000	SUNGARD



Inventory by Market Value

Revised

As Of Date: 06/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,988,680.00	7,744.44
			07/11/2017	.820000	2,000,000.00	99.434000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,997,680.00	8,861.11
			02/06/2018	1.100000	2,000,000.00	99.884000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,997,680.00	8,861.11
			02/06/2018	1.100000	2,000,000.00	99.884000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	1,986,200.00	4,444.44
			04/11/2018	1.000000	2,000,000.00	99.310000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,978,660.00	2,340.00
			05/22/2018	1.080000	2,000,000.00	98.933000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,248,612.50	798.61
			06/11/2018	1.150000	1,250,000.00	99.889000	SUNGARD
16953	FFCB	3133ECSQ8	06/25/2013	1.375000	2,000,000.00	2,000,280.00	458.33
			06/25/2018	1.375000	2,000,000.00	100.014000	SUNGARD
16957	FFCB	3133ECY57	08/28/2013	1.580000	2,000,000.00	2,004,160.00	10,796.67
			08/28/2017	1.580000	2,000,000.00	100.208000	SUNGARD
16958	FFCB	3133ECYG3	08/28/2013	2.125000	2,000,000.00	2,006,200.00	14,520.83
			08/28/2018	2.125000	2,000,000.00	100.310000	SUNGARD
16963	FFCB	3133EDDF6	01/14/2014	1.920000	2,000,000.00	2,012,360.00	17,813.33
			01/14/2019	1.920000	2,000,000.00	100.618000	SUNGARD
16964	FFCB	3133EDHG0	03/19/2014	1.390000	2,000,000.00	2,013,980.00	7,876.67
			03/19/2018	1.390000	2,000,000.00	100.699000	SUNGARD
16965	FFCB	3133EDCJ9	12/26/2013	1.180000	2,000,000.00	2,000,240.00	6,227.78
			09/26/2017	1.180000	2,000,000.00	100.012000	SUNGARD
16968	FFCB	3133EDKR2	04/30/2014	1.870000	2,000,000.00	2,014,260.00	6,337.22
			04/30/2019	1.870000	2,000,000.00	100.713000	SUNGARD
16969	FFCB	3133EDLX8	05/21/2014	1.320000	2,000,000.00	2,009,420.00	2,933.33
			05/21/2018	1.320000	2,000,000.00	100.471000	SUNGARD
16970	FFCB	3133EDN81	06/12/2014	1.850000	2,000,000.00	2,005,320.00	1,952.78
			06/12/2019	1.850000	2,000,000.00	100.266000	SUNGARD
16971	FFCB	3133EDP48	06/24/2014	1.970000	2,000,000.00	2,004,920.00	766.11
			06/24/2019	1.970000	2,000,000.00	100.246000	SUNGARD
Subtotal				1.369060	37,250,000.00	37,245,792.50	122,549.42
				1.369060	37,250,000.00	99.988705	

Inv Type: 23 OTHER GOVERNMENT AGENCIES

ATTACHMENT
PAGE 2 OF 5

Inventory by Market Value

Revised

As Of Date: 06/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	2,004,340.00	2,938.89
			05/15/2017	1.150000	2,000,000.00	100.217000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	1,989,560.00	8,000.00
			08/07/2017	1.000000	2,000,000.00	99.478000	SUNGARD
16945	FHLMC	3134G42G2	04/30/2013	1.050000	2,000,000.00	1,970,260.00	3,558.33
			04/30/2018	1.050000	2,000,000.00	98.513000	SUNGARD
16956	FHLMC	3134G4CS5	07/25/2013	1.800000	2,000,000.00	2,001,800.00	15,600.00
			07/25/2018	1.800000	2,000,000.00	100.090000	SUNGARD
16966	FHLMC	3134G4XK9	03/27/2014	1.300000	2,000,000.00	2,000,000.00	6,788.89
			03/27/2018	1.300000	2,000,000.00	100.000000	BOOK
16967	FHLMC	3134G4Z43	04/17/2014	1.375000	2,000,000.00	2,008,700.00	5,652.78
			04/17/2018	1.375000	2,000,000.00	100.435000	SUNGARD
Subtotal				1.279167	12,000,000.00	11,974,660.00	42,538.89
				1.279167	12,000,000.00	99.788833	

Inv Type: 60 NEGOTIABLE CERTIFICATE OF DEPO

16959	NCD	17284CTY0	11/14/2013	2.150000	245,000.00	245,000.00	692.71
			11/14/2018	2.150000	245,000.00	100.000000	BOOK
16960	NCD	0606247G2	11/12/2013	2.200000	245,000.00	245,000.00	738.36
			11/13/2018	2.200000	245,000.00	100.000000	BOOK
16961	NCD	795450RJ6	11/13/2013	2.000000	245,000.00	245,000.00	657.81
			11/13/2018	2.000000	245,000.00	100.000000	BOOK
Subtotal				2.116667	735,000.00	735,000.00	2,088.88
				2.116667	735,000.00	100.000000	

Inv Type: 85 DEPOSIT NOTES

16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	1,990,560.00	1,833.33
			12/01/2017	1.100000	2,000,000.00	99.528000	SUNGARD
Subtotal				1.100000	2,000,000.00	1,990,560.00	1,833.33
				1.100000	2,000,000.00	99.528000	

Inv Type: 86 DEPOSIT NOTES QUARTERLY

16932	MTN	36962G5Y6	06/07/2012	1.450000	2,000,000.00	2,038,260.00	2,413.90
			05/30/2017	1.456211	1,999,638.61	101.913000	SUNGARD
Subtotal				1.450000	2,000,000.00	2,038,260.00	2,413.90
				1.456211	1,999,638.61	101.913000	

Inv Type: 99 PASSBOOK INTEREST

16434	LOCAL AGENCY INVEST		07/01/2002	.230000	50,000,000.00	50,000,000.00	27,587.38
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Inventory by Market Value

Revised

As Of Date: 06/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
			07/01/2014	.230000	50,000,000.00	100.000000	BOOK
			Subtotal	.230000	50,000,000.00	50,000,000.00	27,587.38
				.230000	50,000,000.00	100.000000	
Grand Total			Count 42	.841094	123,985,000.00	123,786,112.50	236,271.54
				.841194	123,984,638.61 *	99.839587	

*Includes Accrued Discount: \$238.61

Earned Interest Yield This Period: 0.84%

Note: Revised due to Inv. # 16966 was missing cusip # 3134G4XK9

Inventory by Market Value

Revised

As Of Date: 06/30/2014

Date Basis: Settlement

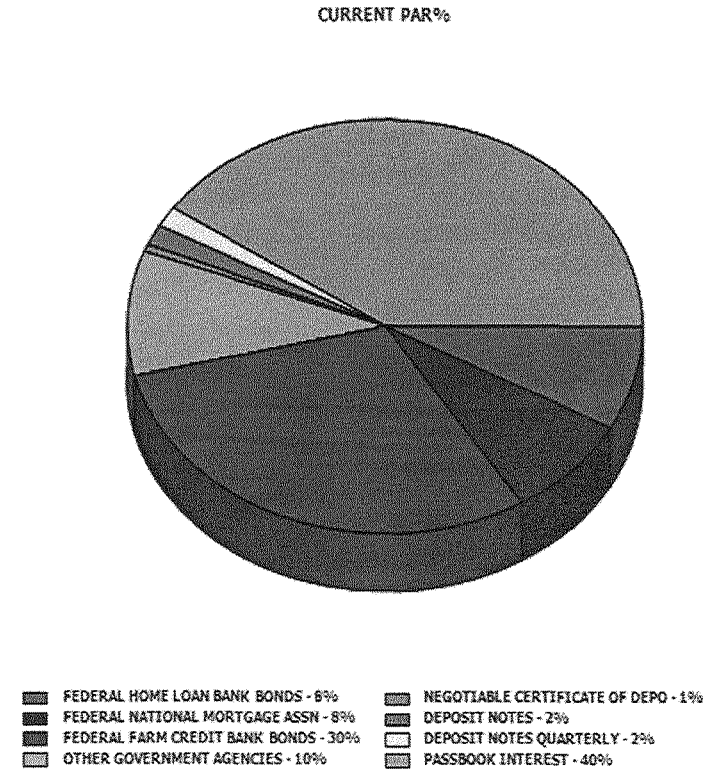
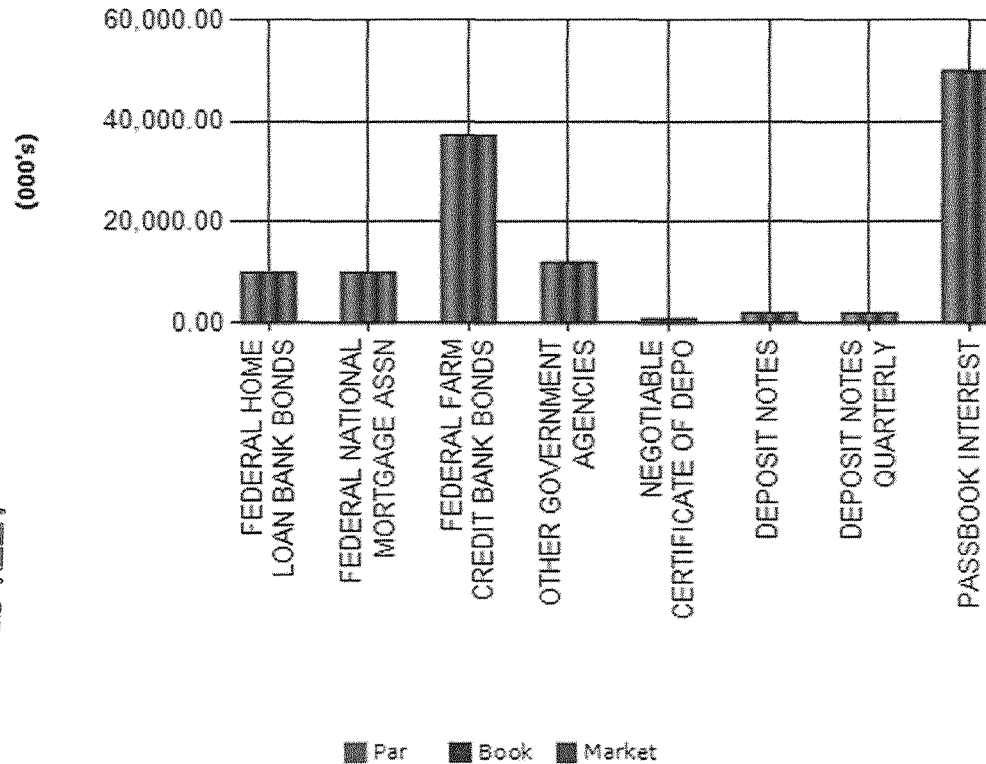
Run: 07/08/2014 12:47:18 PM

Reporting Currency: Local

City of Oxnard - Treasurer's Office

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	10,000,000.00	10,000,000.00	9,891,180.00	98.91%	1.10%
FEDERAL NATIONAL MORTGAGE ASSN	10,000,000.00	10,000,000.00	9,910,660.00	99.11%	0.88%
FEDERAL FARM CREDIT BANK BONDS	37,250,000.00	37,250,000.00	37,245,792.50	99.99%	1.37%
OTHER GOVERNMENT AGENCIES	12,000,000.00	12,000,000.00	11,974,660.00	99.79%	1.28%
NEGOTIABLE CERTIFICATE OF DEPO	735,000.00	735,000.00	735,000.00	100.00%	2.12%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	1,990,560.00	99.53%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,638.61	2,038,260.00	101.93%	1.46%
PASSBOOK INTEREST	50,000,000.00	50,000,000.00	50,000,000.00	100.00%	0.23%
Totals(000's)	123,985,000.00	123,984,638.61	123,786,112.50	99.84%	0.84%

Asset Allocation



**CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of June 30, 2014**

<u>FISCAL YEAR</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREASURY</u>
2006/07	12 mo avg	4.24	5.11	4.81
2007/08	12 mo avg	4.68	3.11	3.08
2008/09	12 mo avg	3.79	2.16	1.51
2009/10	12 mo avg	2.34	0.65	0.86
2010/11	12 mo avg	2.02	0.49	0.55
2011/12	12 mo avg	1.34	0.38	0.28
2012/13	12 mo avg	0.91	0.25	0.30
SUBTOTAL - 7 Years		19.32	12.15	11.39
Annual Average (7 years)		2.76	1.74	1.63
<u>Quarterly Average FY 2013-14</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>
First Quarter		2.40	0.27	0.36
Second Quarter		0.96	0.26	0.33
Third Quarter		0.82	0.26	0.37
Fourth Quarter		0.83	0.26	0.42
		<u>5.01</u>	<u>1.05</u>	<u>1.48</u>
CITY = CITY OF OXNARD				
LAIF = STATE LOCAL AGENCY INVESTMENT FUND				
2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY				

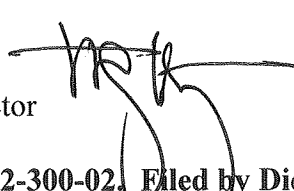
ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Douglas Spondello, Associate Planner  Agenda Item No. 5-5

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

DATE: August 25, 2014

TO: City Council

FROM: Matthew G. Winegar, AICP 
Development Services Director

SUBJECT: Final Parcel Map PZ No. 12-300-02. Filed by Dionisio Rodriguez, D.A.L., LLC,
2600 Stern Lane, Oxnard, California 93035.

RECOMMENDATION

That the City Council adopt a resolution approving Final Parcel Map PZ No. 12-300-02 for property located approximately 100 feet southeast of the intersection of West Pleasant Valley Road and Charles Street (APN: 222-0-102-240 and 222-0-102-260).

DISCUSSION

On November 15, 2012, the Planning Commission voted unanimously to recommend City Council approval of Tentative Parcel Map PZ No. 12-300-02 to create four parcels from two existing parcels located approximately 100 feet southeast of the intersection of West Pleasant Valley Road and Charles Street (Assessor Parcel Numbers 222-0-102-240 and 222-0-102-260). The Tentative Parcel Map was filed in conjunction with Special Use Permit PZ No. 12-500-03 for development of four single-family residences, one on each new parcel. Both the Tentative Parcel Map and Special Use Permit were approved by the City Council on February 12, 2013 (see Attachment No. 3).

On July 9, 2014, the Development Services Department issued a Verification of Status form which indicates that the Final Parcel Map complies with the State Subdivision Map Act, Oxnard City Code requirements and the previously approved Tentative Parcel Map.

FINANCIAL IMPACT

There is no estimated financial impact. If approved, the development of four single-family homes will result in increased property tax revenue to the City.

(DS)

Attachment #1 - City Council Resolution
#2 - Reduction of Final Map

Final Map No. 12-300-02
September 9, 2014
Page 2

#3 - City Council Resolution Nos. 14,303 and 14,304 (February 12, 2013)
#4 - Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING FINAL PARCEL MAP PZ NO. 12-300-02 FOR PROPERTY LOCATED APPROXIMATELY 100 FEET SOUTHEAST OF THE INTERSECTION OF WEST PLEASANT VALLEY ROAD AND CHARLES STREET (APN: 222-0-102-240 AND 222-0-102-260) WITHIN THE SOUTHWINDS NEIGHBORHOOD. FILED BY DIONISIO RODRIGUEZ, D.A.L., LLC, 2600 STERN LANE, OXNARD, CALIFORNIA 93035.

WHEREAS, Tentative Parcel Map No. 12-300-02 for property identified as Ventura County Assessor Parcel Nos. 222-0-102-240 and 222-0-102-260, filed by Dionisio Rodriguez on behalf of D.A.L., LLC, was recommended for approval by Planning Commission Resolution No. 2012-28 and approved by City Council Resolution No. 14,303, subject to certain conditions; and

WHEREAS, the Final Parcel Map for the subdivision was submitted, together with the Subdivision Improvement Agreement; and

WHEREAS, the Final Parcel Map is a ministerial action under the California Environmental Quality Act.

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

1. Final Parcel Map PZ No. 12-300-02 is approved, subject to the conditions set forth in Planning Commission Resolution No. 2012-28 and City Council Resolution No. 14,303 for the Tentative Parcel Map, incorporated herein by reference.
2. The City Council finds that Final Parcel Map PZ No. 12-300-02 is consistent with the 2030 General Plan, and in substantial compliance with the previously approved Tentative Parcel Map.
3. The Subdivision Improvement Agreement is approved and the Mayor is authorized to execute said Agreement.
4. All offers of dedication shown on such Final Parcel Map are accepted subject to improvements completed to the satisfaction of the Development Services Director.

PASSED AND ADOPTED this 9th day of September, 2014, by the following vote:

AYES:

NOES:

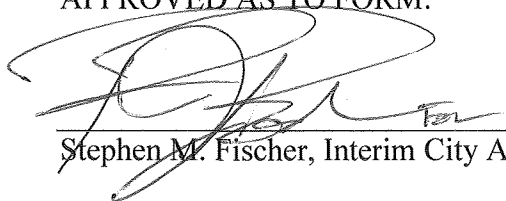
ABSENT:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Attachment 1
Page 2 of 2

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE LAND INCLUDED WITHIN THIS SUBDIVISION ENTITLED PARCEL MAP NO. 12-300-02, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE; AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE FOLLOWING ITEM SHOWN ON SAID MAP:

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

DAL, LLC

BY: DIONISIO F. RODRIGUEZ, MANAGING MEMBER OF DAL, LLC

STATE OF CALIFORNIA } SS
COUNTY OF VENTURA }

ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES IS SUBSCRIBED TO WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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

SIGNATURE _____ PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS:

ANN LASSITER, TRUSTEE OF THE MARITAL APPOINTMENT TRUST ESTABLISHED PURSUANT TO THE ORDER FOR JUDGMENT AND FINAL DISTRIBUTION OF THE ESTATE OF HERMAN C. LASSITER, AND ANN LASSITER, TRUSTEE OF THE FAMILY BYPASS TRUST ESTABLISHED PURSUANT TO THE ORDER FOR JUDGMENT AND FINAL DISTRIBUTION OF THE HERMAN C. LASSITER, AS BENEFICIARY; OR ANN LASSITER, PRESENT TRUSTEE UNDER DEED OF TRUST RECORDED APRIL 6, 2004 AS DOCUMENT NO. 2050406-0088479 OF OFFICIAL RECORDS.

NOTE: IF SAID LAND IS DIVIDED INTO FOUR OR FEWER PARCELS AND NO DEDICATION OR OFFERS OF DEDICATIONS ARE REQUIRED AND IF NOT REQUIRED BY THE GOVERNING AGENCY, THE SIGNATURE OF SAID BENEFICIARY OR SAID TRUSTEE MAY BE OMITTED IN ACCORDANCE WITH SECTION 66445(e) OF THE SUBDIVISION MAP ACT. AN ENDORSEMENT TO THAT EFFECT SHOULD APPEAR ON THE MAP.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAL, LLC IN JUNE, 2013. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER THE RECORDATION OF THIS PARCEL MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. AND THAT THE PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____

KATHERINE M. McCUNNEY
LS 6681 (EXPIRES 6/30/14)

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF DIVISION 2 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____

JAMES P. FALLON
CITY SURVEYOR
P.L.S. 7807

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

SOHRAB ROSHANIAN
CITY ENGINEER
R.C.E. 41083

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20____, AT _____ m. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF DAL, LLC.

MARK A. LUNN
COUNTY RECORDER,
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66482 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

LAWRENCE L. MATHENY
COUNTY TAX COLLECTOR,
COUNTY OF VENTURA

BY: _____ DATE: _____
DEPUTY COUNTY TAX COLLECTOR

CITY COUNCIL'S CERTIFICATE:

THIS MAP, ENTITLED PARCEL MAP NO. 12-300-02, CONSISTING OF 2 SHEETS, IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA, AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2013, FOR APPROVAL. SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

CITY CLERK OF THE CITY OF OXNARD
MAYOR OF THE CITY OF OXNARD

CITY TREASURER'S CERTIFICATE:

I, _____, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST PARCEL MAP NO. 12-300-02 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2013.

CITY TREASURER OF THE CITY OF OXNARD

PARCEL MAP NO. 12-300-02

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A PORTION OF SUBDIVISION 83 OF
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA (6 Dds 161),
ALSO BEING A DIVISION OF PARCELS 2 & 3 OF LOT LINE
ADJUSTMENT NO. 04-310-10, RECORDED ON MARCH 1, 2006
AS INST. NO. 2006-0044722
JUNE, 2013

M³ CIVIL, INC.
400 Rosewood Avenue, Suite 201
Compton, CA 93010
(909) 445-4464
Consulting Civil Engineers FAX (909) 445-4401

SHEET 1 OF 2 SHEETS

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,303

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-300-02 (TENTATIVE PARCEL MAP) FOR PROPERTY LOCATED APPROXIMATELY 100 FEET SOUTHEAST OF THE INTERSECTION OF CHARLES STREET AND WEST PLEASANT VALLEY ROAD (ASSESSOR'S PARCEL NOS. 222-0-102-240 AND 222-0-102-260), SUBJECT TO CERTAIN CONDITIONS. FILED BY DESIGNATED AGENT JACOB LUKIEWSKI

WHEREAS, the City Council has reviewed Planning & Zoning Permit No. 12-300-02 for property located approximately 100 feet southeast of the intersection of Charles Street and West Pleasant Valley Road, filed by Designated Agent Jacob Lukiewski on behalf of the property owners in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and opposed to the application for a tentative parcel map; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2012-28, recommending approval of the Tentative Map, subject to certain conditions; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map and the design and improvement of the proposed development is consistent with the General Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and the development will not cause substantial environmental damage, serious public health problems or conflict with any public utility or service easements; and

WHEREAS, said Tentative Map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, Sections 15315 and 15332 of Title 14 of the California Code of Regulations exempt the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, the City Council 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 subdivision in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES:

Planning & Zoning Permit No. 12-300-02 (Tentative Parcel Map) is hereby approved, subject to the findings and conditions set forth in Planning Commission Resolution No. 2012-28, on file in the Planning Division and incorporated herein by reference.

PASSED AND ADOPTED this 12th day of February, 2013, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Padilla.

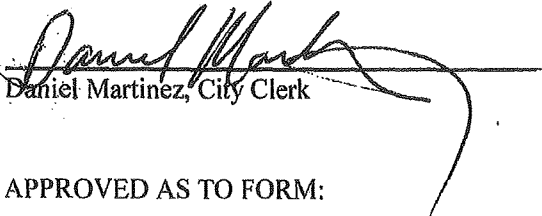
NOES: None.

ABSENT: None.

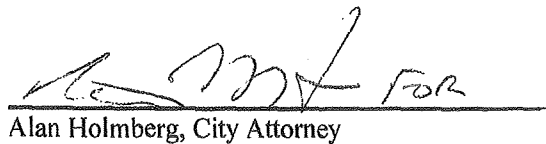


Tim Flynn, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,304

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF SPECIAL USE PERMIT NO. 12-500-03 TO DEVELOP FOUR SINGLE-FAMILY RESIDENCES ON PROPERTY ZONED GENERAL COMMERCIAL PLANNED DEVELOPMENT (C-2-PD) LOCATED APPROXIMATELY 100 FEET SOUTHEAST OF THE INTERSECTION OF CHARLES STREET AND WEST PLEASANT VALLEY ROAD (ASSESSOR'S PARCEL NOS. 222-0-102-240 AND 222-0-102-260), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT JACOB LUKIEWSKI.

WHEREAS, on November 15, 2012, the Planning Commission adopted Resolution No. 2012-27 approving Special Use Permit No 12-500-03; and

WHEREAS, the City Council has considered the appeal of the Planning Commission's decision filed by the Planning Division to coordinate with the proposed tentative parcel map and carefully reviewed the decision of the Planning Commission; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and opposed to the application for a special use permit; and

WHEREAS, Sections 15315 and 15332 of Title 14 of the California Code of Regulations exempt the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act.

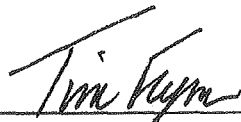
NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Planning Commission's approval of Special Use Permit No. 12-500-03 is upheld, subject to the findings and conditions set forth in Planning Commission Resolution No. 2012-27 on file in the Planning Division and incorporated herein by reference.

PASSED AND ADOPTED this 12th day of February, 2013, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Padilla.

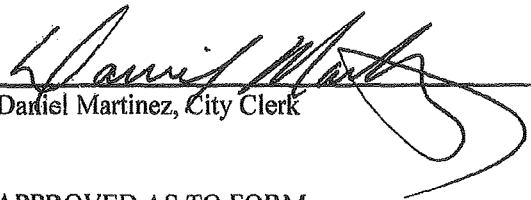
NOES: None.

ABSENT: None.



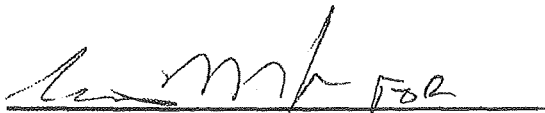
Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

~~Final~~/Parcel Map

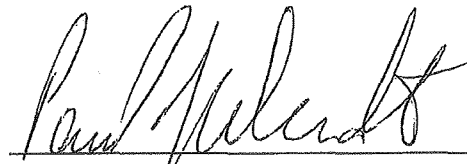
Project Location:

12-300-02

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE:

7.9.14



Paul J. Wendt
Development Services Program

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

Prepared By: Cynthia Daniels *cd* Agenda Item No. 5-6

Reviewed By: City Manager *JM* City Attorney *SMF* Finance *JL* Other _____

DATE: August 25, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services Department *MGW*

SUBJECT: Special Budget Appropriation for Bicycle Facilities at C Street and in the Northeast Community Specific Plan (NECSP)

RECOMMENDATION

That City Council:

1. Recognize and appropriate \$58,536 of federal grant to the "Bike Facilities NE Plan" Project.
2. Appropriate Transportation Development Act / Bicycle and Pedestrians Funds in amount of \$93,250 to the "Bike Facilities NE Plan" Project.
3. Recognize and appropriate \$27,825 of federal grant to the "C St Bike Facilities" Project.

DISCUSSION

Background. In April 2012, the Ventura County Transportation Commission (VCTC) awarded two competitive grants under the Congestion Mitigation and Air Quality Improvement (CMAQ) category of the latest federal transportation bill to the City for bicycle facilities along C Street and within the NECSP. The City received another competitive state grant from VCTC in a different year for a part of the same bicycle facilities in the NECSP. The recommendation will combine the NECSP grants into one project. The improvements are identified in the *City of Oxnard Bicycle and Pedestrian Facilities Master Plan* adopted in February 2011.

Project Budget. The recommended Special Budget Appropriation (SBA) increases the project budget for environmental review, preliminary engineering, plans, specifications, and estimate (construction drawings and bid documents) for two separate projects for bicycle lanes, bicycle boulevards, and pedestrian improvements. The Bike Facilities NE Plan Project includes bicycle and pedestrian facilities within several streets of the NECSP. The C St Bike Facilities Project includes bicycle facilities between Vineyard Avenue and Hueneme Road. CMAQ federal grants require an 11.47 percent local match, which is a total of \$11,189. The local match for each project was approved in the fiscal year

2012-13 budget. Federal funds are reimbursed after expenditures.

FINANCIAL IMPACT

The recommended SBA in the amount of \$179,611 includes new appropriations of federal funds of \$86,361 and previously allocated Transportation Development Act Funds for Bicycle and Pedestrians of \$93,250. The recommended SBA increases the Bike Facilities NE Plan Project by \$151,786 with the remaining \$27,825 allocated to the C St Bike Facilities Project.

CD

Attachment #1–Special Budget Appropriations
#2–Location Map for NECSP Bicycle and Pedestrian Facilities
#3–Location Map for C St Bicycle Facilities

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY14-15

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: September 9, 2014

Phone: 385-7871

Reason for Budget Adjustment:

To recognize and allocate Federal grant revenues per CALTRANS approved E-76 for Caltrans prj. CML-5129(086) and CML-5129(087) to projects. To appropriate TDA Article 3 funding to BIKE FACILITIES NE PLAN Project 133102.

Accounts and Descriptions

AMOUNT

Fund: 214 - TDA/LTF3-BI/PED FND-99234

BIKE FACILITIES NE PLAN (133102)

214-3125-826.82-01	CONTRACTS AND SERVICES / SERVICES-ARCH/ENG	20,000
214-3125-826.86-04	CAPITAL OUTLAY/IMPROVEMENTS NOT BLDG-NEW	73,250
	Sub-total Expenditures	93,250
	Net Change to Fund Balance	(93,250)

Fund: 275 - FED. TRANSPORTATION GRANT

Revenues/Transfers In

TRANSIT SERVICES CIP (3125)

275-3125-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	86,361
	Sub-total Revenues	86,361

Expenditures/Transfers Out

BIKE FACILITIES NE PLAN (133102)

275-3125-826.82-01	CONTRACTS AND SERVICES / SERVICES-ARCH/ENG	38,736
275-3125-826.84-51	OTHER SERVICES- SERVICES FROM OTHER PROG	19,800

C ST BIKE FACILITIES (133103)

275-3125-826.82-01	CONTRACTS AND SERVICES / SERVICES-ARCH/ENG	19,425
275-3125-826.84-51	OTHER SERVICES- SERVICES FROM OTHER PROG	8,400
	Sub-total Expenditures	86,361

Net Change to Fund Balance

-

Net Appropriation Change

179,611

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT # 1

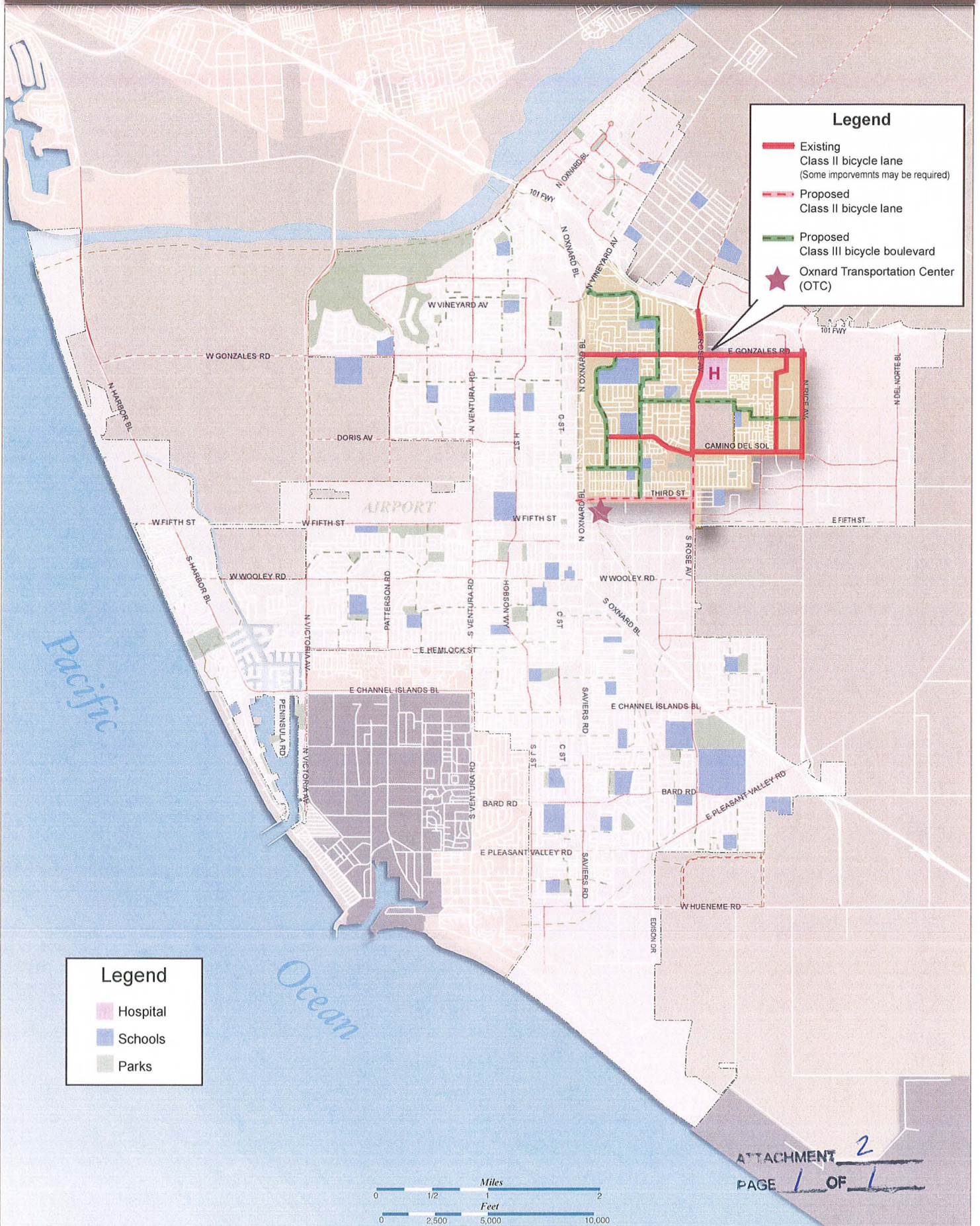
PAGE 1

OF 1

BA DOC.# (Finance)

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION





OK

Meeting Date: 09/09/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*

Agenda Item No. S-7

Reviewed By: City Manager *M*

City Attorney *RT*

Finance *JC*

Other (Specify) _____

DATE: August 6, 2014

TO: City Council

FROM: James A Williams, Fire Chief
Fire Department *James A. Williams*

SUBJECT: Donation of Equipment to Allan Hancock College

RECOMMENDATION

That City Council adopt a resolution:

1. Approving an Equipment Donation Agreement with Allan Hancock College.
2. Authorizing the Mayor's execution of the Equipment Donation Agreement.
3. Authorizing the Oxnard Fire Chief to donate Equipment to Allan Hancock College pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of the resolution and the Mayor's execution of the Equipment Donation Agreement.

DISCUSSION

The Allan Hancock College Fire Technology Program has requested that the City of Oxnard donate a 1992 Spartan Aerial Ladder truck for use in their program.

The truck has exceeded its useful life and is no longer suitable for City use without incurring the time or administrative expense of a more formal disposition process.

The truck was identified as exceeding its useful life in a 2012 Federal Emergency Management Agency Assistance to Firefighters Grant submitted by the City of Oxnard. The grant awarded \$906,252 to the City of Oxnard for the purchase of a new aerial ladder truck. The award stipulated that the 1992 Spartan Aerial Ladder truck was to be removed from service upon delivery of the new aerial ladder truck. The new ladder truck was delivered to the City of Oxnard in April, 2014.

On June 18, 2013, City Council accepted an Assistance to Firefighters Grant in the amount of \$906,242 to purchase a new ladder truck. The new aerial ladder truck replaces the truck being donated to Allan

Hancock College. The grant award prohibits use of the old ladder truck for emergency response, which would include use by our sister city in Mexico. The Oxnard College Fire Technology Program was offered the truck but the offer was not accepted.

FINANCIAL IMPACT

None.

Attachment No. 1 - Resolution

Attachment No. 2 - Exhibit A, Equipment Description

Attachment No. 3 - Exhibit B, Equipment Donation Agreement

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE DONATION OF ONE 1992 SPARTAN AERIAL LADDER TRUCK TO ALLAN HANCOCK COLLEGE AND APPROVING AN EQUIPMENT DONATION AGREEMENT WITH ALLAN HANCOCK COLLEGE

WHEREAS, the City of Oxnard currently owns a 1992 Spartan Aerial Ladder Truck (the "Equipment"), more specifically described in Exhibit A, which is attached hereto and incorporated by this reference; and

WHEREAS, the Equipment has exceeded its useful life and is no longer suitable for City use; and

WHEREAS, the Oxnard Fire Chief has requested that the Equipment be donated to Allan Hancock College; and

WHEREAS, Allan Hancock College has communicated to the Oxnard Fire Department its desire to use the Equipment as part of its Fire Technology/Fire Academy and Wildland Fire Technology programs; and

WHEREAS, the City's donation to Allan Hancock College will enable the City to dispose of equipment that has exceeded its useful life and is no longer suitable for City use without incurring the time or administrative expense of a more formal disposition process; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to authorize the donation of said Equipment to Allan Hancock College since the donation will allow the City to dispose of the Equipment at no cost.

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

1. That the foregoing is true, correct and adopted.
2. That the Equipment Donation Agreement attached hereto as Exhibit B (Agreement No. A-7695) is hereby approved and the Mayor is hereby authorized to execute said Agreement.
3. That, notwithstanding Resolution No. 11,717, the Oxnard Fire Chief is hereby authorized to donate the Equipment to Allan Hancock College pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of this Resolution and the Mayor's execution of the Equipment Donation Agreement.

ATTACHMENT 1
Page 1 of 2

PASSED AND ADOPTED THIS 9th day of September 2014, by the following vote:

AYES:

NOES:

ABSENT:

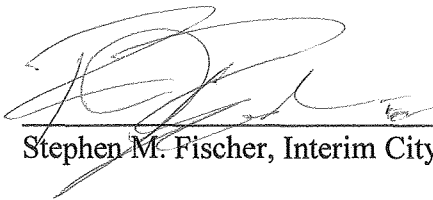
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
Page 2 of 2

EXHIBIT A

EQUIPMENT DESCRIPTION

1992 Spartan Aerial Ladder Truck
VIN# 4S7ET9F05NC005160
Shop # 7808
Plate #1179487

The donated Aerial Ladder truck shall have the following equipment removed, at a minimum:

- All hand tools
- All vehicle extrication equipment
- All smoke blowers
- All salvage equipment
- All "Oxnard Fire Department" decals
- All radio equipment
- All salvage related equipment

The donation includes the vehicle and aerial ladder only, no emergency response related equipment shall be included in the donation.

Allan Hancock College acknowledges and agrees that the aerial ladder is damaged. Allan Hancock shall not use the aerial ladder in the current damaged condition

Allan Hancock College agrees that the vehicle shall not be used for any type of emergency response.

EQUIPMENT DONATION AGREEMENT

THIS EQUIPMENT DONATION AGREEMENT ("Agreement"), dated for purposes of identification only as June 24, 2014, is entered by and between the CITY OF OXNARD, a municipal corporation ("Donor") and ALLAN HANCOCK COLLEGE, a California public community college ("College"). Donor and College are sometimes individually referred to as "Party" and collectively as "Parties."

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached Exhibit A (the "Equipment"), which is incorporated herein by this reference, to College for the use and enjoyment of College. Title to the Equipment will vest in College upon the Equipment's arrival at the College's campus. Promptly upon receipt of Equipment by College, Donor shall provide any and all documentation necessary to record the transfer of title in the Equipment.

2. **No Payment.** Donor and College agree that each party's performance of this Agreement constitutes full consideration and that College is not obligated to pay for the Equipment.

3. **Use of Equipment.** College may use the Equipment for any purpose it deems appropriate other than what is listed in Exhibit A and there is no expectation or reversion of the Equipment to Donor under any circumstances whatsoever.

4. **Transportation of Equipment.** Donor shall be responsible for removing all previously identified items from the Equipment and transporting the Equipment to College.

5. **No Warranty.** College agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred "AS IS" without warranty of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by College's receipt, purchase and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

6. **Release of Liability.** By executing this Agreement, College expressly waives, exempts, releases and discharges Donor, its City Council, each member thereof, and its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to College's receipt, purchase and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its City Council, each member thereof, or its directors, officers and employees, or by any other cause.

7. **Indemnification.**

a. To the fullest extent permitted by law, College shall (1) immediately defend; (2) indemnify; and (3) hold harmless Donor, 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 College's receipt, purchase and/or use of the Equipment. 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. College'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 College's duty to indemnify. College shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to College 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 College 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 College 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, College may submit a claim to Donor for reimbursement of reasonable attorneys' fees and defense costs.

8. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and College to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

9. **Assignment.** College shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may be withheld in Donor's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

10. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

12. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

13. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

14. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

16. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

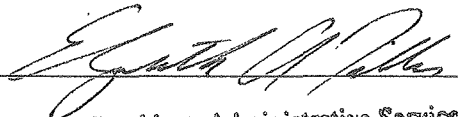
17. **Effective Date.** This Agreement shall take effect immediately upon execution by the Donor.

18. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

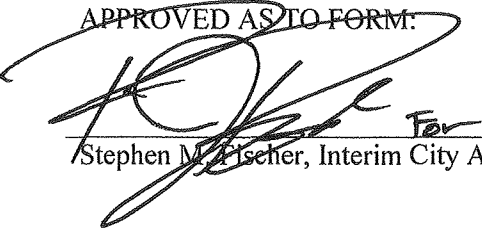
DONOR
CITY OF OXNARD

COLLEGE
ALLAN HANCOCK COLLEGE

Tim Flynn, Mayor

By: 
Its: Vice President, Administrative Services
Elizabeth A. Miller, Ed.D.

APPROVED AS TO FORM:

 For
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

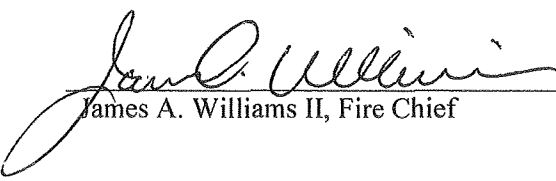

James A. Williams II, Fire Chief

EXHIBIT A

EQUIPMENT DESCRIPTION

1992 Spartan Aerial Ladder Truck
VIN# 4S7ET9F05NC005160
Shop # 7808
Plate #1179487

The donated Aerial Ladder truck shall have the following equipment removed, at a minimum:

All hand tools
All vehicle extrication equipment
All smoke blowers
All salvage equipment
All "Oxnard Fire Department" decals
All radio equipment
All salvage related equipment

The donation includes the vehicle and aerial ladder only, no emergency response related equipment shall be included in the donation.

Allan Hancock College acknowledges and agrees that the aerial ladder is damaged. Allan Hancock shall not use the aerial ladder in the current damaged condition

Allan Hancock College agrees that the vehicle shall not be used for any type of emergency response.



Meeting Date: 09/09/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. S-8Reviewed By: City Manager *JM* City Attorney *JAR* Finance *AC* Other (Specify) _____

DATE: August 6, 2014

TO: City Council

FROM: James A Williams, Fire Chief
Fire Department *James A. Williams*

SUBJECT: Authorization to Submit an Application to Federal Emergency Management Agency (FEMA) for the 2014 Staffing for Adequate Fire & Emergency Response (SAFER) Grant

RECOMMENDATION

That City Council adopts a resolution authorizing the submittal of a grant application to FEMA for 2014 SAFER grant funds in the amount of \$3,118,613.40.

DISCUSSION

The City of Oxnard is eligible to submit a grant application with SAFER for consideration of federal funds for 2014 to enhance its ability to respond to the public for EMS, fire and other emergencies.

The SAFER grants were created to provide funding directly to fire departments in order to help them increase and retain the number of trained, "front line" firefighters available in their communities. SAFER grants are available to enhance the local fire departments' abilities to meet staffing, response and operational standards established by the National Fire Protection Association and OSHA regulations.

The City of Oxnard was awarded \$2,970,108.00 on September 12, 2012, from SAFER to add twelve (12) firefighter positions. This application is requesting a new two year grant award to maintain the twelve (12) firefighter positions hired under the 2011 grant. The 2011 SAFER grant requires that a second four (4) person truck company is placed in-service. A truck company consists of a Captain, Engineer, and two (2) Firefighters. The grant funds firefighter position salaries, so Measure O funds will be used to make up the difference between the Captain and Engineer position salaries and firefighter salaries, which are the balance of the staff needed for a truck company.

It is anticipated that the awards should be announced in October 2014.

FINANCIAL IMPACT

While this grant does not require matching City funds, various costs such as uniforms, equipment and personnel costs are funded through Measure O.

Attachment No. 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$3,118,613.40 in Assistance to Firefighter grant funds to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 9th day of September 2014, by the following vote:

AYES:

NOES:

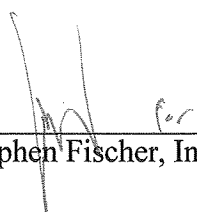
ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen Fischer, Interim City Attorney



Meeting Date: 09 /09 / 14

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

Prepared By: Jeri Williams, Chief of Police

Agenda Item No. 5-9

Reviewed By: City Manager JM

City Attorney JBR

Finance JL

Other (Specify) _____

DATE: August 22, 2014

TO: City Council

FROM: Jeri Williams, Chief of Police
Police Department

SUBJECT: Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard, relating to the Oxnard Police Department's response to criminal and/or terrorist incidents at Naval Base Ventura County.

DISCUSSION

The City of Oxnard and Navy Region Southwest previously agreed to a Memorandum of Agreement "MOA" setting forth the operational understandings between the Navy Region Southwest and the City of Oxnard Police Department regarding responses to certain criminal and/or terrorist incidents on various Naval Base locations within the County of Ventura (collectively Naval Base Ventura County). The previous MOA has expired and a new MOA is required so that these operational understandings and protocols may continue and that incidents at Naval Base Ventura County may be properly responded to according to established procedures.

FINANCIAL IMPACT

None.

Attachment #1 – Memorandum of Agreement

COMMANDER, NAVY REGION
SOUTHWEST
937 N. HARBOR
DRIVE SAN DIEGO,
CA 91932
CITY OF OXNARD
300 WEST THIRD STREET
OXNARD, CA 93030

CNRSW
5530
N00242-

**MEMORANDUM OF
AGREEMENT BETWEEN
COMMANDER, NAVY REGION
SOUTHWEST
AND CITY OF OXNARD**

Subj: LAW ENFORCEMENT SUPPORT

Ref: (a) NTTP 3-07.2.1, Antiterrorism
(b) NTTP 3-07.2.3, Law Enforcement and Physical
Security for Navy Installations
(c) USFF OPORD 3300-09
(d) SECNAVINST 5430.107, Mission and Functions of the
Naval Criminal Investigative Service

Encl: (1) Oxnard Jurisdiction Map
(2) Point Mugu Jurisdiction Map

1. Purpose. To delineate a protocol between the subscribing officials as representatives of Commander, Navy Region Southwest (CNRSW) at Naval Base Ventura County, Oxnard, Point Mugu and San Nicolas Island, California (hereinafter referred to as NBVC) and the City of Oxnard, relating to the Oxnard Police Department's (hereinafter referred to as OPD) response to criminal and/or terrorist incidents at NBVC, including but not limited to, active shooter, hostage situations, bomb threat or detonation, and any other terrorist attack, as requested by NBVC.

2. Background. NBVC is a geographically disperse U.S. Naval military installation partially located within or abutting the jurisdictional boundaries of the OPD. Per enclosures (1) and (2), the vast majority of NBVC has been designated as "partial jurisdiction." The remaining areas are designated as either

ATTACHMENT NO 1
PAGE 1 OF 7

Subj: LAW ENFORCEMENT SUPPORT

"proprietary jurisdiction" or "concurrent jurisdiction." References (a) through (c) encourage the establishment of Memorandums of Agreement with state and local authorities. Reference (d) sets forth the mission and functions of the Naval Criminal Investigative Service (NCIS) and its relationship with other Department of the Navy organizations and local, state and federal law enforcement agencies. Nothing herein shall be inferred or understood as limiting in any way the authority of the NCIS to pursue such investigations or law enforcement actions as are not specifically contemplated hereby but are properly contained within the investigative charter as pronounced by reference (d).

(1) Partial Federal Jurisdiction - This term is applied in those instances where the Federal Government has been granted, for exercise by it over an area in a State, certain of the State's authority, but where the State concerned has reserved to itself the right to exercise, by itself or concurrently with the United States, other authority constituting more than merely the right to serve civil and criminal process in the area attributable to actions outside the area (e.g., the right to tax private property). The Federal Government has exclusive criminal authority. State and Local law enforcement do not have jurisdiction to investigate and prosecute crimes in these areas.

(2) Proprietary Jurisdiction - This term is applied to those instances wherein the Federal Government has acquired some degree of right to title to an area in a State, but has not obtained any measure of the State's authority over the area. State and Local law enforcement have jurisdiction to investigate and prosecute crimes in these areas.

(3) Concurrent Jurisdiction - This term is applied to those areas wherein the State and Federal Government have the right to exercise concurrently all of the same authority, including the right to investigate and prosecute crimes.

(4) The following describes these areas onboard NBVC:

(a) Oxnard - (see enclosure (1))

1. The area in green is concurrent jurisdiction. The small vertical strip runs from Ventura west to Goodspeed Street, south on Goodspeed to Pleasant Valley Road.

2. The area in blue is proprietary

Subj: LAW ENFORCEMENT SUPPORT

jurisdiction. The small strip is located on the north side of Oxnard at Patterson Road.

3. The rest of Oxnard is partial jurisdiction.

(b) Point Mugu - (see enclosure (2))

1. The area in blue is proprietary jurisdiction.

2. The remaining areas of Point Mugu are partial jurisdiction.

b. OPD jurisdiction borders a portion of NBVC properties where there is proprietary jurisdiction for enforcement of Federal and State laws.

3. Scope. This MOA applies to CNRSW at Naval Base Ventura County, Oxnard, Point Mugu, and San Nicolas Island and sets forth the terms and agreements of the parties concerning a protocol to be followed when NBVC requests the City of Oxnard's Police Department to respond to criminal and/or terrorist incidents at Naval Base Ventura County, Oxnard, Point Mugu, and San Nicolas Island, including but not limited to, active shooter, hostage situations, bomb threat or detonation, and any other terrorist attack. The provisions of this document are intended to facilitate and promote an atmosphere of mutual cooperation between the City of Oxnard and Naval Base Ventura County.

4. Understanding and/or Responsibilities.

a. CNRSW/NBVC will:

(1) Determine the need for assistance from the OPD and/or other law enforcement agencies at the installation level.

(2) Contact the Department Commander at OPD to request assistance and advise OPD of the circumstances of the incident and the location to which personnel should respond.

b. OPD will:

(1) Upon receipt of the NBVC request for assistance, the Department Commander will immediately contact the ranking Commander and relay the request. The Department Commander may

Subj: LAW ENFORCEMENT SUPPORT

also contact other law enforcement agencies per existing Mutual Aid protocols to obtain resource commitments and assign stand-by positions.

(2) Depending on the availability of personnel and any need to deploy personnel elsewhere, OPD may respond to NBVC in the sole discretion of the Chief of Police or the Chief of Police's designee.

(3) The Chief of Police or the Chief of Police's designee will be solely responsible for determining, and will utilize the standard mutual aid protocol as defined by the Law Enforcement Mutual Aid Plan when determining, the number and type (e.g., SWAT, Bomb Squad, K-9) of OPD personnel deployed to NBVC facilities.

c. Operational Command. All OPD personnel deployed to NBVC will be under the operational command of the OPD until a Unified Command has been established among the OPD, NBVC and other responding agencies.

d. Training. As soon as practically feasible, the NBVC Force Protection Director and the OPD designee will coordinate training exercises at NBVC o to prepare for potential incidents covered by this MOA.

5. Changes. Changes may be made to this agreement by mutual written consent of both parties, and will be recorded and published as addenda to this agreement.

6. Termination/Expiration. This agreement may be terminated by mutual consent of both parties. Either party may terminate this agreement upon 30 days' prior written notification to the other party. This agreement will remain in effect for six years and will be reviewed triennially.

7. Other Provisions. Nothing in this agreement is intended to conflict with current law, regulation, or the directives of the United States Navy or Department of Defense. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. Effective Date. This MOA will become effective on the date of the last signature.

Subj: LAW ENFORCEMENT SUPPORT

9. Indemnification.

a. CNRSW/NBVC shall defend, indemnify, and hold harmless the City of Oxnard, its City Council, officers, agents, and employees from any claim of liability for injury or damage that arises directly or indirectly from any acts or omissions related to this MOA performed by CNRSW/NBVC officers, agents, or employees acting on behalf of CNRSW/NBVC.

b. The City of Oxnard shall defend, indemnify, and hold harmless CNRSW/NBVC, its officers, agents, and employees from any claim of liability for injury or damage that arises directly or indirectly from any acts or omissions related to this MOA performed by City officers, agents, or employees acting on City's behalf.

Tim Flynn, Mayor Date
City of Oxnard

J. J. GALLAGHER Date
Comptroller, NRSW

ATTEST:

Daniel Martinez, Date
City Clerk

P. J. LORGE Date
Rear Admiral, U.S. Navy
Commander, Navy Region Southwest

APPROVED AS TO CONTENT

J. Williams 8-22-14

J. WILLIAMS Date
Chief of Police
Oxnard Police Department

APPROVED AS TO RISK

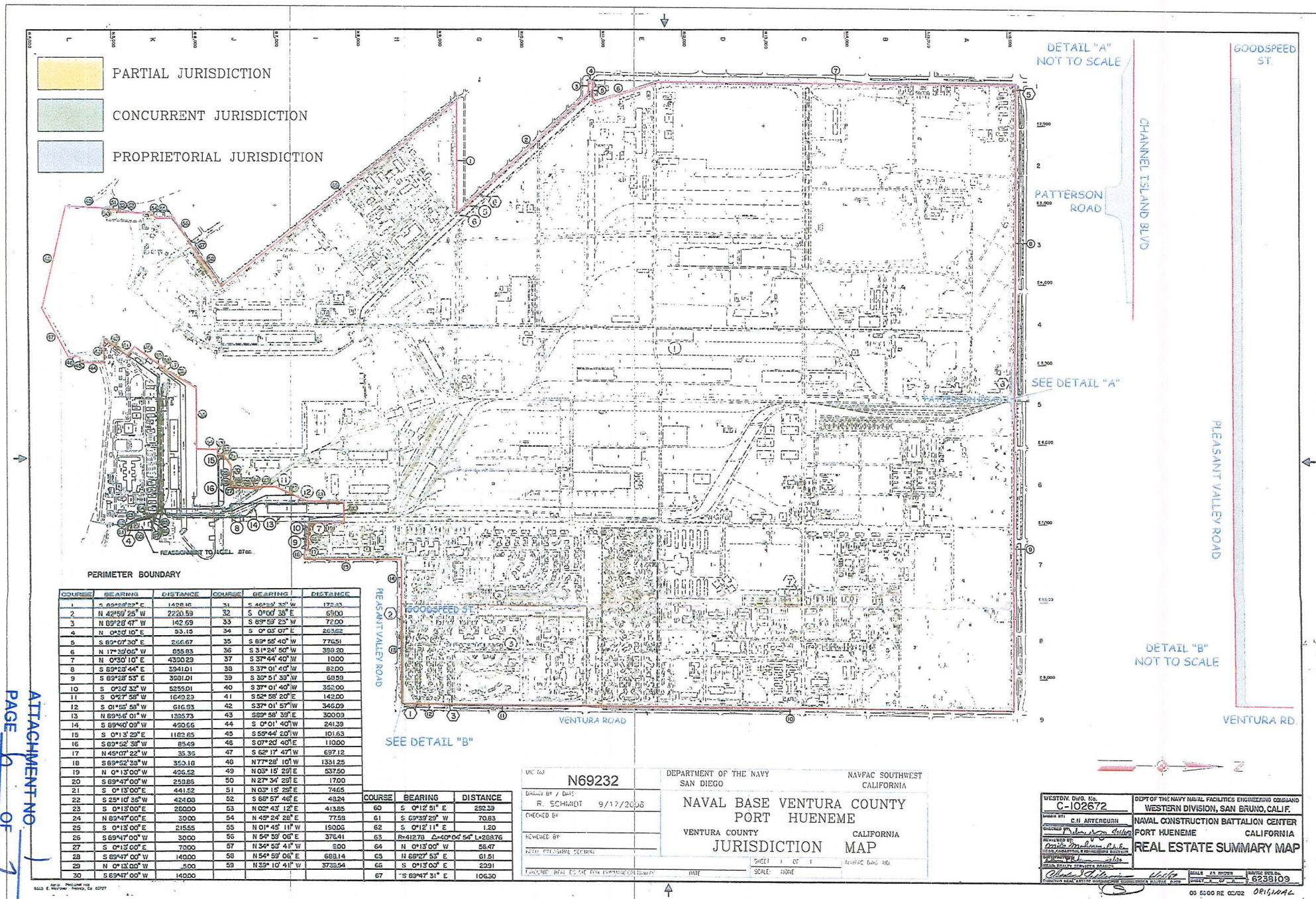
James Cameron 8-28-14

James Cameron, Date
Risk Manager

APPROVED AS TO FORM

Stephen M. Fischer 8/27/14

Stephen M. Fischer, Date
Interim City Attorney



PERIMETER BOUNDARY

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 89°28'23" E	1428.16	31	S 46°24' 30" W	172.43
2	N 42°59' 25" W	2220.58	32	S 0°00' 30" E	59.00
3	N 69°28' 47" W	142.69	33	S 69°59' 23" W	77.00
4	N 0°20' 10" E	53.15	34	S 0°03' 07" E	25.65
5	S 82°07' 30" E	246.67	35	S 83°55' 40" W	77.51
6	N 17°30'00" W	055.83	36	S 31°24' 50" W	398.20
7	N 0°30' 10" E	4320.23	37	S 37°44' 40" W	10.00
8	S 89°13' 44" E	3941.01	38	S 37°01' 40" W	82.09
9	S 69°18' 53" E	3901.01	39	S 35°51' 30" W	68.58
10	S 0°10' 33" W	5255.01	40	S 37°01' 40" W	352.00
11	S 0°17' 58" W	1640.23	41	S 52°58' 20" E	142.00
12	S 01°15' 56" W	616.93	42	S 37°01' 57" W	346.09
13	N 89°16' 01" W	1353.73	43	S 89°58' 35" E	300.03
14	S 89°00' 03" W	420.66	44	S 0°01' 40" W	241.39
15	S 0°13' 22" E	1162.65	45	S 59°44' 20" W	101.63
16	S 89°52' 38" W	85.49	46	S 07°20' 40" E	110.00
17	N 45°07' 22" W	35.35	47	S 62°17' 47" W	637.12
18	S 65°52' 39" W	352.18	48	N 77°28' 10" W	1331.25
19	N 0°13' 00" W	426.52	49	N 03°15' 23" E	537.50
20	S 69°47' 00" W	253.85	50	N 27°34' 23" E	17.00
21	S 0°13' 00" E	441.52	51	N 03°15' 23" E	74.65
22	S 23°10' 35" W	425.00	52	S 89°57' 46" E	43.24
23	S 0°13' 00" E	260.00	53	N 02°43' 12" E	413.85
24	N 89°47' 00" E	30.00	54	N 49°24' 26" E	77.59
25	S 0°13' 00" E	215.55	55	N 01°45' 11" W	150.05
26	S 69°47' 00" W	30.00	56	N 54°59' 06" E	376.41
27	S 0°13' 00" E	70.00	57	N 34°53' 41" W	500
28	S 69°47' 00" W	140.00	58	N 54°59' 06" E	688.14
29	N 0°13' 00" W	5.00	59	N 39°10' 41" W	3739.54
30	S 69°47' 00" W	140.00	60	S 0°12' 51" E	292.39
			61	S 69°39' 29" W	70.83
			62	S 0°12' 11" E	1.20
			63	N 41°27' 04" W	1268.76
			64	N 0°13' 00" W	56.47
			65	N 68°27' 53" E	61.51
			66	S 0°13' 00" E	2291
			67	S 69°47' 31" E	106.50

PLEASANT VALLEY ROAD

SEE DETAIL "B"

UC NO **N69232**

DEPARTMENT OF THE NAVY
SAN DIEGO

NAVAC SOUTHWEST
CALIFORNIA

DRAWN BY / DATE
R. SCHWARTZ 9/17/2008

CHECKED BY

REVIEWED BY

NAVAL BASE VENTURA COUNTY
PORT HUENEME
VENTURA COUNTY
JURISDICTION MAP
CALIFORNIA

SHEET 1 OF 1

SCALE: NONE

ENCLOSURE: REF. TO OR FOR ENCLOSURE(S) FOLLOWING

WESTON, DWS, No. **C-102672**

DEPT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND
WESTERN DIVISION, SAN BRUNO, CALIF.

NAVAL CONSTRUCTION BATTALION CENTER
PORT HUENEME
CALIFORNIA

REAL ESTATE SUMMARY MAP

SCALE: AS SHOWN

DATE: 03 5200 RE 02/02

ORIGINAL

ATTACHMENT NO. 1
PAGE 6 OF 7



Meeting Date: 09 /09 / 14

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

Prepared By: Sergeant Luis Mancha Agenda Item No. S-10

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

DATE: August 22, 2014

TO: City Council

FROM: Jeri Williams, Chief of Police
Police Department

SUBJECT: Memoranda of Understanding between Various Local School Districts and the City of Oxnard Police Department

RECOMMENDATION

That City Council approve and authorize the City Manager to execute the Fiscal year 2014-15 Memoranda of Understanding (MOU) between the Rio School District, Hueneme School District, Oxnard School District and Oxnard Union High School District for the School Resource Officer (SRO) Program.

DISCUSSION

The Fiscal Years 2014-15 MOUs sets forth guidelines and cost reimbursements between the various local school districts and the City of Oxnard Police Department's SRO program. This is to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program. Additionally, these annual and on-going MOUs ensure that the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate. The City is working toward 50% cost reimbursement with the School Districts.

FINANCIAL IMPACT

The cost of the program and reimbursements are included in the adopted budget for Fiscal Year 2014-15.

Attachment #1 – Memoranda of Understanding



Meeting Date: 09/09/14

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

Prepared By: Sergeant Luis Mancha *LM*

Agenda Item No. _____

Reviewed By: City Manager

City Attorney *JBB*

Finance *JL*

Other (Specify) _____

DATE: August 22, 2014

TO: City Council

FROM: Jeri Williams, Chief of Police
Police Department *Shirley for*

SUBJECT: Memoranda of Understanding between Various Local School Districts and the City of Oxnard Police Department

RECOMMENDATION

That City Council approve and authorize the City Manager to execute the Fiscal year 2014-15 Memoranda of Understanding (MOU) between the Rio School District, Hueneme School District, Oxnard School District and Oxnard Union High School District for the School Resource Officer (SRO) Program.

DISCUSSION

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FINANCIAL IMPACT

The cost of the program and reimbursements are included in the adopted budget for Fiscal Year 2014-15.

Attachment #1 – Memoranda of Understanding

<u>School District</u>	<u>Reimbursement Amount</u>
Rio School District	30,448.00
Hueneme School District	57,420.00
Oxnard School District	105,478.92
Oxnard Union High School District	299,280.00
Oxnard Union High School District - Special Events	Varies

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2014. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund seventeen and a half percent (17.5%) of the cost to operate and administer the SRO program for FY 2014-2015 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Thirty Thousand Four Hundred and Forty- Eight dollars (\$30,448) (17.5% of the cost of an officer) no less than thirty (30) days prior to June 30, 2015.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services
Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036.

District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2014 to June 30, 2015, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District 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.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Rio School District
2500 Vineyard Avenue, #100
Oxnard, CA 93036
Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3
ATTACHMENT NO 1
PAGE 4 OF 33

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall

constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

\\

\\

\\

Signatures on following page

CITY OF OXNARD

RIO SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

ATTACHMENT NO. 1⁵
PAGE 6 OF 33

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Hueneme School District ("HSD" or "District") is made and entered into as of July 1, 2014. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund thirty-three percent (33%) of the cost to operate and administer the SRO program for FY 2014-2015 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Fifty-Seven Thousand Four Hundred and Twenty Dollars (\$57,420) (33% of the cost of the officers) no less than thirty (30) days prior to June 30, 2015.

City shall send invoices to: Dr. Jerry Dannenberg, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2014 to June 30, 2015, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District 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.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Hueneme School District
205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dr. Jerry Dannenberg, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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Signatures on following page

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

Greg Nyhoff, City Manager

Jerry Dannenberg
Dr. Jerry Dannenberg, Superintendent

APPROVED AS TO FORM

for
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Jeri Williams
Jeri Williams, Police Chief

5

ATTACHMENT NO. 1
PAGE 13 OF 33

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2014. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of two (2) School Resource Officer's ("SRO's") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Thirty two and three-tenths percent (32.3%) of the cost to operate and administer the SRO program for FY 2014-2015 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of One Hundred Five Thousand, Four Hundred Seventy-Eight Dollars and Ninety-two cents (\$105,478.92) (32.3% of the cost of the officers) no less than thirty (30)k days prior to June 30, 2015.

City shall send invoices to: Catherine Kawaguchi, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 18, 2014 to June 30, 2015, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District 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.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:
Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:
Oxnard School District
1051 South A Street
Oxnard, CA, 93030
Attention: Catherine Kawaguchi, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated

fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
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21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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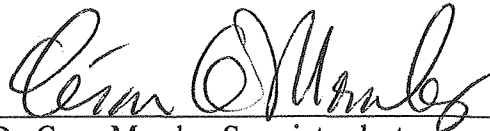
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Signatures on following page

CITY OF OXNARD

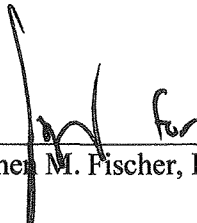
OXNARD SCHOOL DISTRICT

Greg Nyhoff, City Manager



Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT



Jeri Williams, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
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5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

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2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
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 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
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SRO TRAINING REQUIREMENTS

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TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

ATTACHMENT NO. 1⁷
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**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard Union High School District ("OUHSD" or "District") is made and entered into as of July 1, 2014. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of four (4) School Resource Officer's ("SRO's") to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO's to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-three percent (43%) of the cost to operate and administer the SRO program for FY 2014-2015 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Ninety-Nine Thousand, Two hundred and Eighty (\$299,280) (43% of the cost of the officers) no less than thirty (30) days prior to June 30, 2015.

City shall send invoices to: Steve Dickenson, Assistant Superintendent of Business, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 21, 2014 to June 30, 2015, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District 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.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District
309 S. K Street
Oxnard, CA 93030
Attention: Dr. Gabe Soumakian, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns

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of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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Signatures on following page

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. Gabe Soumakian, Superintendent

APPROVED AS TO FORM

for
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the

student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard Union High School District ("District") is made and entered into as of June 9, 2014. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide no less than two (2) police officers to provide police services at select special events of the District, including, but not limited to, football games, basketball games, dances at District campuses or events at District campuses with increased risk potential (the "Services"). The Parties acknowledge and agree that OPD may, in its sole and absolute discretion, deploy more than two (2) police officers to District campuses for events at District campuses with increased risk potential, including, but not limited to, homecoming games, school rivalries, gang concerns, or other school or community events resulting in increased tensions on District campuses. The Parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games on the same night or when there is a single game requiring more than two (2) officers.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services.

3. Compensation. District agrees to pay City for the Services provided under this Agreement at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed for the event.

5. Term. The term of this Agreement shall be from August 21, 2014 to June 30, 2015, unless earlier terminated as provided herein.

6. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

7. Method of Payment. Upon the satisfactory completion of the Services for any special event during the term of this Agreement, City shall submit an invoice to District, delineating the Services performed. City shall send all invoices to: Dr. Gabe Sournakian, Superintendent, Oxnard Union High School District, 309 South "K" Street, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges thereon.

8. Force Majeure. City and District agree that neither City nor District 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.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

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309 South "K" Street
Oxnard, California 93030
Attention: Dr. Gabe Soumakian, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

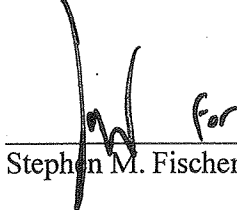
OXNARD UNION HIGH SCHOOL
DISTRICT

Greg Nyhoff, City Manager



Dr. Gabe Soumakian, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, Interim City Attorney

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Jeri Williams, Police Chief