

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
December 2, 2014

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Motion That the Regular Order of Business be Suspended Until After the Installation of Newly Elected City Officials.
2. **SUBJECT:** Results of the Canvass of Returns of the General Municipal Election Held on November 4, 2014. (001)
RECOMMENDATION: Adopt a resolution stating the results of the canvass of the returns for the general municipal election held on November 4, 2014.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803
3. **SUBJECT:** City Clerk Administers Oath of Office to Tim Flynn, Mayor; Carmen Ramirez, Councilmember and Bert Perello, Councilmember

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.

4. SUBJECT: Mayor and Councilmembers are installed. Remarks by Mayor and Councilmembers.
5. SUBJECT: Selection by Mayor Flynn of Mayor Pro Tem.
6. SUBJECT: Opportunity for Comments on the Installation of City Officials by Members of the Public.

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

1. SUBJECT: Planning and Zoning Permit Nos. 13-681-01 (Historical Landmark No. 173) and 13-680-01 (Mills Act Contract), McColm Manor Apartments, 534-542 South F Street. Filed by Armando J. Berriz and Catherine T. Berriz. (005)
RECOMMENDATION: 1) Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as McColm Manor Apartments, located at 534-542 South F Street, as Ventura County Historical Landmark No. 173; and 2) Approve and authorize the Mayor to execute a Mills Act Contract with Armando J. Berriz and Catherine T. Berriz (A-7731) to maintain and preserve a historic property located at 534-542 South F Street (Historical Landmark No. 173) for the benefit of reduction in property taxes.
Legislative Body: CC Contact: Juan Martinez Phone: 385-7556

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

City Attorney Department

1. SUBJECT: Randolph Debt Forgiveness Request. (039)
RECOMMENDATION: Consider the request of Ms. Tracy Randolph for debt forgiveness and adopt a resolution denying Ms. Randolph's request.
Legislative Body: CC Contact: Jefferson Billingsley Phone: 385-7483

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

RECOMMENDATION: Receive and consider report.

Legislative Body: CC/SA

Contact: Greg Nyhoff

Phone: 385-7430

**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 Attorney Department**

1. **SUBJECT:** Westport Easement. (051)

RECOMMENDATION: Approve and Authorize the Mayor to sign a Grant of Easement for maintenance by the Westport at Mandalay Bay Owners Association of the Fountain and Monuments on Tradewinds and Chesapeake Drives.

Legislative Body: CC

Contact: Jefferson Billingsley

Phone: 385-7483

City Manager Department

2. SUBJECT: Agreements for City Council Review. (077)

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

General Services

3. SUBJECT: Authorize Approval to Execute an Agreement with the California Department of Housing and Community Development (HCD) for Housing Related Parks Program Grant Funds. (081)

RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to execute a Standard Agreement with HCD for the Housing Related Parks (HRP) Program grant funds totaling \$956,700 to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines; 2) The Finance Director to appropriate the funds and perform required financial actions in accordance with the parameters of the grant application; and 3) The General Services Department or designee to submit non-financial reports to HCD.

Legislative Body: CC

Contact: Kathleen Mallory

Phone: 512-9800

Housing Department

4. SUBJECT: Procurement of Services related to Community Development Block Grant (C.D.B.G) Program Administration. (085)

RECOMMENDATION: Adopt a resolution clarifying that procurement of certain trade and professional services utilizing federal Community Development Block Grant (C.D.B.G.) funds are classified as eligible program administration costs pursuant to 24 CFR 570.206.

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-8095

T. ADJOURNMENT



Meeting Date: 12 / 02 / 14

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

Prepared By: Daniel Martinez *DM* Agenda Item No. E-2
Reviewed By: City Manager *JM* City Attorney *SMF* Finance *JC* Other N/A

DATE: November 13, 2014

TO: City Council

FROM: Daniel Martinez, City Clerk *Daniel Martinez*
City Clerk's Office

SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 4, 2014.

RECOMMENDATION

That City Council adopt a resolution stating the results of the canvass of the returns of the general municipal election held on November 4, 2014.

DISCUSSION

On June 24, 2014, the City Council adopted Resolution No. 14,671 calling for the municipal election requesting consolidation of the City's election, requesting the County Clerk to render services and supplies to the City for election, and authorizing the Board of Supervisors to canvass the returns. The Board of Supervisors certified the canvass of the November 4, 2014 general municipal election with the highest number of votes received by Timothy B. Flynn for Mayor and Carmen Ramirez and Bert Perello for City Council.

FINANCIAL IMPACT

Staff requested and received funding of \$44,800 (Acct. No. 101-1302-801-8477) to cover the costs of the election. Staff will submit final costs when received from the County Clerk's Office.

Attachment No. 1 – Resolution stating the results of the general municipal election held on November 4, 2014.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
STATING THE RESULTS OF THE CANVASS OF THE GENERAL
ELECTION RETURNS FROM THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 4, 2014

WHEREAS, the City Council of the City of Oxnard called for a general municipal election in the City on November 4, 2014, to elect a Mayor for a term of two years and two Councilmembers for the term of four years;

WHEREAS, notice of the election was duly given in the time, form, and manner provided by law, and the election was held on the above date, and the votes cast were canvassed and the returns thereof made at time and in the manner and form provided by law; and

WHEREAS, on this 2nd day of December, 2014, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a general municipal election was held on November 4, 2014, that the votes cast were duly canvassed, and that the returns were made at the time, in the form and in the manner required by law.
2. That the absentee voter ballots were canvassed and counted as required by law.
3. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds, that the whole number of votes cast in the City in the election, the names of the persons voted for and for what office each person was voted for, the number of votes cast at each precinct at the election and for each person, and the total number of votes given in the City to each person, are as shown on Exhibit "A", attached hereto and incorporated herein by this reference.
4. That Timothy B. Flynn received the highest number of votes for the office of Mayor and is hereby declared to be elected.
5. That Carmen Ramirez and Bert Perello received the highest number of votes for the two Councilmember offices and are hereby declared to be elected.

PASSED AND ADOPTED this 2nd day of December, 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

Exhibit "A"

At this time Exhibit "A" is not available from the County of Ventura Elections Office.



Meeting Date: 12/02/2014

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

Prepared By: Juan Martinez, Associate Planner *JM* Agenda Item No. H-1

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

DATE: December 2, 2014

TO: City Council

FROM: Ashley Golden, Interim Planning Manager
Development Services Department *AG*

SUBJECT: Planning and Zoning Permit Nos. 13-681-01 (Historical Landmark No. 173) and 13-680-01 (Mills Act Contract), McColm Manor Apartments, 534-542 South F Street. Filed by Armando J. Berriz and Catherine T. Berriz.

RECOMMENDATION

That the City Council:

1. Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as McColm Manor Apartments, located at 534-542 South F Street, as Ventura County Historical Landmark No. 173.
2. Approve and authorize the Mayor to execute a Mills Act Contract (City Contract No. A-7731) with Armando J. Berriz and Catherine T. Berriz to maintain and preserve a historic property located at 534-542 South F Street (Historical Landmark No. 173) for the benefit of reduction in property taxes.

DISCUSSION

In accordance with City Council Resolution No. 10,135 and 13,215, on November 25, 2013, the City of Oxnard Cultural Heritage Board held a public hearing and adopted a resolution recommending that the City Council designate the subject property (McColm Manor Apartments) located at 534-542 South F Street, as Ventura County Historical Landmark No. 173. In April of 1991, the City of Oxnard adopted Resolution No. 10,135, involving procedures and standards for declaring Ventura County landmarks, monuments, and points of historical interest. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard Cultural Heritage Board. In addition, the adopted resolution endorses the owners request to enter into a Mills Act contract with the City of Oxnard for the benefit of property tax savings in exchange for continued preservation of the subject property.

The Ventura County Cultural Heritage Board staff conducted a site inspection of the property to

evaluate and document existing property conditions of structure(s) and surrounding property, and historic resources. In addition, San Buenaventura Research Associates prepared a historic resources report (attached) that assesses historical and architectural significance in accordance with the City of Oxnard's landmark criteria established by Resolution No. 10,135. The contract agreement incorporates as an attachment specific requirements that outline rehabilitation measures for the life of the contract. Also, the Mills Act contract agreement is contingent upon City Council agreeing and declaring the subject property Ventura County Historical Landmark No. 173. In accordance with City Council Resolution 13,215, the Mills Act agreement will make the property eligible for a reduction of property taxes through the Ventura County Assessor's office. The property tax relief contract involves preservation and rehabilitation schedules agreed to by the owner to restore and/or maintain their historic properties according to the Secretary of the Interior's Standards for the Treatment of Historical Properties guidelines.

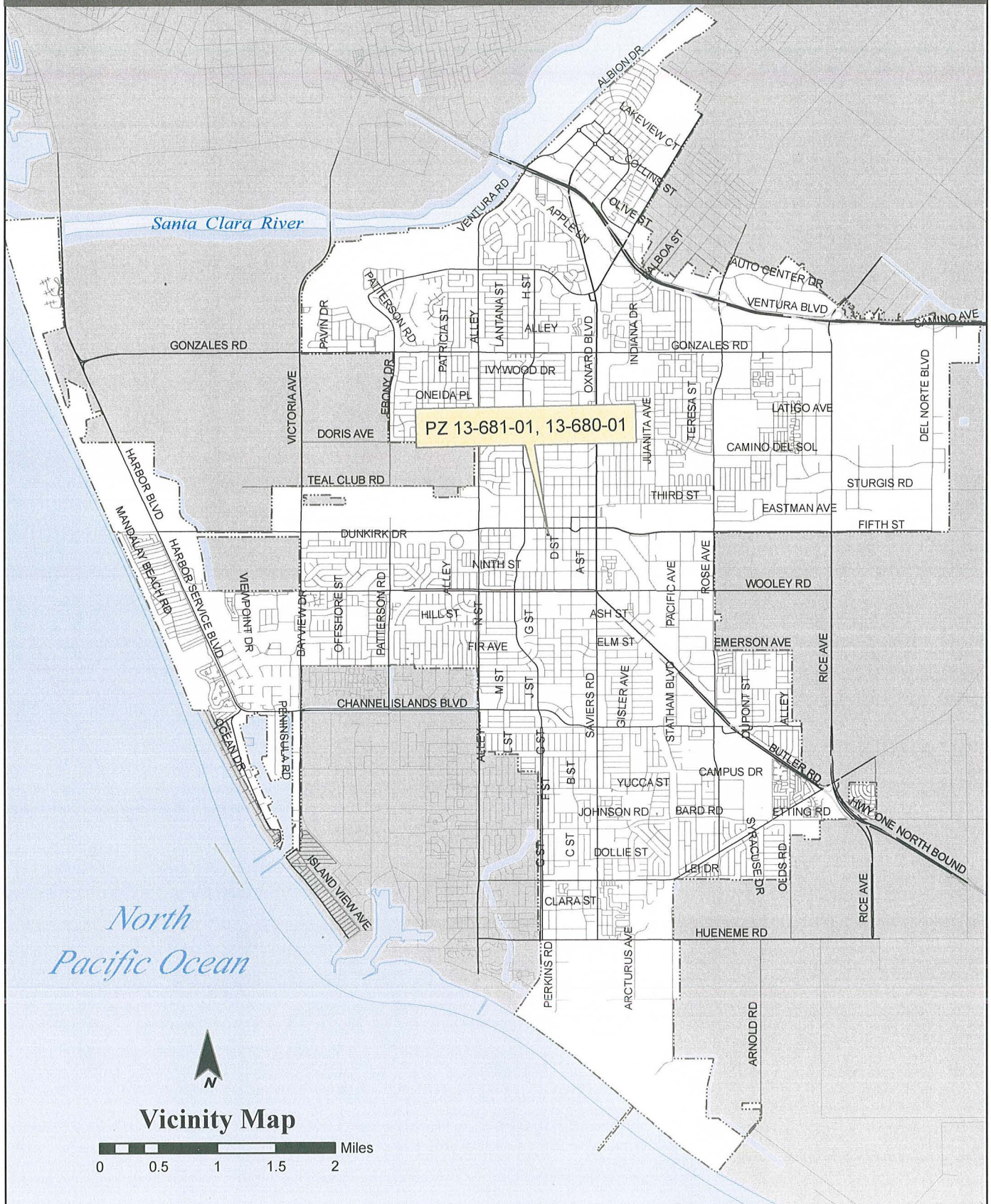
FINANCIAL IMPACT

Approval of a Mills Act contract would result in the annual loss of future property tax revenue to the City as the Mills Act has the effect of freezing the assessed base value of the property.

Attachment:

1. Location map
2. Oxnard Cultural Heritage Board Staff Report
3. Historic Resources Report (San Buenaventura Research Associates)
4. Oxnard Cultural Heritage Board Resolution
5. Mills Act Historical Property Contract (City Contract No. A-7373)
6. City Council Resolution

Vicinity Map





Ventura County Cultural Heritage Board

Agenda

Monday, November 25, 2013 Special Meeting

Notice is hereby given that on Monday, November 25, 2013 at 11:00a.m., Ventura County Cultural Heritage Board will tour the McColm Manor Apartments located at 534 – 542 South F Street, Oxnard, CA. Then, at 1:15p.m., the Cultural Heritage Board will convene for a Special Public Meeting at the City of Oxnard Service Center, Development Services' West Conference Room, located at 214 South C Street, Oxnard, CA. 93030. Members of the public are welcome to attend.

1. ROLL CALL

Patricia Havens, Ricki Mikkelsen, John Kulwiec, Don Shorts, Gary Blum, Stephen Schafer, Miguel Fernandez

2. ORAL COMMUNICATIONS

Discussion is limited to items not on this agenda which are within the purview of the Board. Each speaker is allowed 5 minutes. Board may question the speaker but there will be no debate or decision. Staff may refer the matter for investigation and report.

3. APPROVAL OF MINUTES

None

4. CONVENE THE MEETING OF THE OXNARD CULTURAL HERITAGE BOARD

McColm Manor Apartments, 534-542 South F Street, Oxnard, CA, Project Case Nos. Ch13-0025 and Ch13-0026

Action: Consider Recommendation to the Oxnard City Council regarding Ventura County Historical Landmark Designation and to establish a Historical Property Contract (Mills Act).

5. DISCUSSION

- a) Board Members Reports
- b) Staff Reports

- Update on the CLG Grant
- Historic Preservation Program/CLG Goals

6. MEETING ADJOURNMENT

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Nicole Doner at 805-654-5042. Reasonable advance notification of the need for accommodation prior to the meeting (48 hours advance notice is preferable) will enable us to make reasonable arrangements to ensure accessibility to this meeting.

**OXNARD CULTURAL HERITAGE BOARD
STAFF REPORT AND RECOMMENDATIONS
AGENDA OF NOVEMBER 25, 2013
ITEM NO. 4**

SUBJECT:

Recommendation regarding Ventura County Historical Landmark designation and Mills Act Contract for a multi-family property located at 534-542 South F Street, Oxnard, CA. Project Nos. CH13-0025 and CH13-0026

APPLICANT/PROPERTY OWNERS

Armando J Berriz and Catherine T. Berriz
1781 Brooksfall Court
Westlake Village, CA 91361

REQUEST:

A request to recommend designation of a property located at 534-542 South F Street, Oxnard as Ventura County Historical Landmark No. 173 and recommend establishment of a Mills Act or Historical Property Contract to the Oxnard City Council pursuant to Section 50280 of the California Government Code for all structures on-site and the site, itself.

LOCATION, AND PARCEL NUMBER:

534-542 South F Street, Oxnard, CA 93030 / APN 202-0-121-080

BACKGROUND:

On October 24, 2013, the property owners requested that their property be considered for local listing as a Ventura County Historical Landmark. Based on the historic resources evaluation that was completed by San Buenaventura Research Associates (Exhibit 1) and the October 31, 2013 field visit to the property by staff and one member of the Cultural Heritage Board, the property appears to meet the criteria for Ventura County Landmark eligibility under Criteria 1 (it exemplifies or reflects special elements of the County's architectural history), and 4 (it embodies elements of architectural design, details, materials or craftsmanship which represents a significant structural or architectural achievement or innovation). As proposed, the historic property would include a U-plan courtyard apartment complex consisting of two two-story, L-shaped buildings, which together with a brick wall enclose a courtyard, as well as two single-story garage buildings at the rear of the property.

The property owners have also requested to enter into a Mills Act contract with the City of Oxnard for the benefit of property tax savings in exchange for continued preservation of the McColm Manor Apartments.

Historical Background

The Town of Oxnard was laid out in 1898 on the lands of John G. and Aranetta Hill. It was primarily a neighborhood of single family homes during the early years. The Hill Residence, located west of the subject property, was built in the 1870s on a 630 acre ranch owned by John G. and Aranetta Hill.

The Hills arrived in Ventura County in 1868 and purchased land from Thomas Scott, owner of Rancho El Rio de Santa Clara. John G. Hill died in 1904. It is believed his wife Aranetta died in 1925, the same year that the Eastwood-Lathrop Subdivision was recorded and opened on the former lands of the Hill property, just south and west of the boundaries of the Town of Oxnard. The boundaries of the subdivision are Fifth Street on the north, Seventh Street on the south, G Street on the west and E Street on the east.

With the 1920s housing boom, multifamily housing units began to make an appearance, primarily in the form of courtyard housing. Between 1920 and 1950 approximately fifteen such properties were developed throughout the city. Today, only about seven remain.

The 12-unit courtyard housing complex at 534-542 South F Street known as McColm Manor was completed in 1950 for Ralph C. and Sofia McColm. Ralph Carter McColm was born in Kansas in 1893, practiced as a chiropractor in Washington in the late 1920s, and moved to Southern California with his wife in the late 1940s. They lived in Ojai and Santa Barbara and invested heavily in real estate and real estate development around Ventura County. In late 1949, they purchased two adjacent parcels in the Eastwood and Lathrop Subdivision from Edgar and Martha Johnson. The property was owned by the McColm family until at least the 1970s.

Architectural Background

The property is an example of the "u-parti" form of courtyard apartment complexes, as defined in the typology created by Polyzoides, et. al., 1992. One of the most common and characteristic of the courtyard types built in Southern California, the u-parti is defined by building masses enclosing a courtyard on three sides with an opening facing the street. The courtyard in this type is often "completed with a thin wall screen connecting the two front bars of the U", a detail seen in this property.

The buildings' style is Minimal Traditional, a popularized form of the Modern style that incorporates familiar design elements derived from historical architectural styles into otherwise Modern buildings. The low-pitched, hipped roof, boxed eaves and faux shutters seen on this property are representative of this approach.

The designer of the courtyard apartment complex is undocumented. The buildings were constructed by the Bergseid Construction Company, a large and prolific Ventura-based contracting firm. The apartments of McColm Manor provided housing to a variety of working-class Oxnard residents. The one-bedroom units were apparently mostly rented to single people, with a particular emphasis on the professions populating Ventura County during the immediate postwar period. Residents during the 1950s included members of the military, teachers and nurses.

The property consists of two two-story apartment buildings and two single-story garage buildings. The two residential buildings have L-shaped plans and are arranged symmetrically on the site. Together with the brick wall at the front (west side) of the property, a U-plan courtyard apartment complex is formed. The residential buildings feature low-hipped roofs with shallow boxed eaves. The windows consist of pairs of four-by-one light steel casements and tripartite four-by-one light casements with transoms over, with shallow sills and no framing. There are also window openings at the street-facing elevation filled with six-by-five glass block. All of the street-facing windows feature single, louvered, faux shutters on one side of the window opening. Ground floor entries are located above low concrete stoops. Second floor entries are accessed via stairways leading to common balconies. There are wood frame pergolas supported by pipe columns over the balconies. The pergolas are currently covered with clear corrugated panels. The stairways feature stucco balustrades topped with steel pipe handrails.

Two single-story, 3-bay garages are oriented towards the alley to the rear (east side) of the property. The garages are also stucco-clad, have hipped roofs and vertical wood paneled awning doors. There is a grass lawn in the central courtyard as well as a grass lawn separating the buildings and walls from the sidewalk. There are many low foundation plantings and shrubs both within and outside of the courtyard. Several mature palm trees are located between the apartment complex and the sidewalk.

Alterations/Changes

The interior of the apartment complex retains original cabinets and tile counters in the kitchen and bathrooms, as well as original flooring (of unknown wood type and condition) beneath the contemporary laminate flooring.

The exterior of the courtyard apartment has retained substantial integrity although some changes are known to have occurred consisting of:

- Four of the original windows have been replaced with dissimilar types;
- A couple of the exterior shutters have been replaced with similar (vinyl) but not identical types;
- The low brick planters at either side of the entry walkway have been modified to create brick pilasters;
- A freestanding pergola originally located over the entry to the courtyard has been removed;

- A two-story, grid-like, wood screen between the apartment buildings at the rear of the courtyard has been removed;
- The landscaping has changed over time; and
- Plastic corrugated sheets added to the top of the second story balconies' wood frame pergolas.

City of Oxnard Landmarks Criteria

The Cultural Heritage Board (Board) must find that the proposed Historical Landmark satisfies one of the criteria noted below in the Ventura County Ordinance 3974 (§§1368 et seq.) adopted by the City of Oxnard in 1991 (Resolution No. 10135).

- 1) It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history;
- 2) It is identified with persons or events which are significant in national, state or local history;
- 3) It shows evidence of habitation, activity or the culture of prehistoric man;
- 4) It embodies elements of architectural design, details, materials or craftsmanship which represent a significant structural or architectural achievement or innovation;
- 5) It is representative of the work of a master builder, designer, architect or artist;
- 6) It is imbued with traditional or legendary lore;
- 7) It has a unique location or singular physical characteristics or is a view or vista representing an established and familiar feature associated with a neighborhood, community or the County of Ventura;
- 8) It is one of the few remaining examples in the County possessing distinguishing characteristics of an architectural or historical type of specimen.

Staff Analysis: The evidence provided in the Historical Resources Evaluation (HRE) supports making the findings under Criteria 1 and 4, (Exhibit 1 pages 4-5 and Exhibit 3 - Historic Property Characteristics) but not Criterion 8. The HRE did not provide enough evidence to show that the architectural specimen is one of the few remaining examples in the County. Furthermore, the report provided a conflicting statement regarding Criterion 8 (page 4 – fourth paragraph):

The postwar boom and the lack of construction during the Great Depression and wartime created an urgent need for housing throughout Southern California, of both single family and multifamily types. Literally, thousands of these housing types were built throughout Southern California and Oxnard was no exception.

This paragraph leads the reader to believe that the 1950s multifamily courtyard housing was commonplace and that many of these housing types were built in Oxnard. SBRA later states that their cursory view of Sanborn maps suggests (page 4, paragraph 5): *roughly 15 of these "u-parti" apartment courtyard complexes were built in Oxnard by 1950 with perhaps half of them remaining today.* Staff considers the "cursory review" of

Sanborn maps, alone is not enough to substantiate that this courtyard apartment is one of the few remaining examples left in the County let alone in the City. Staff recommends that further research of the City's inventory of courtyard apartments be completed before a conclusion is made on this issue.

The City of Oxnard Ordinance (§§1360-1374 of Ventura Co. Cultural Heritage Ordinance) does not provide for a minimum age for listing or criteria for the level of integrity required for a property to be eligible for landmark designation.

Staff Analysis: The evidence provided in the historical resources evaluation indicates that the site has retained much of its original integrity (Exhibit 1, pages 4-5).

Mills Act Findings: As required by the language of the contract, the following findings must be made by your Board:

1. Armando J. Berriz and Catherine T. Berriz possess and own real property located at 534-542 South F Street in the City of Oxnard, California;
2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is being considered for designation as Ventura County Historical Landmark No.173;
3. The owner desires to carry out the relevant purposes of the California Government Code for the entire site, the buildings' interior and exterior, and all structures thereon, and
4. The owner desires to limit the use of the Historical Property, the McColm Manor Apartments, to retain its characteristics as a property of historical significance.

Staff suggested and the property owner agreed to include in their Mills Act Contract Ten Year Rehabilitation list, the restoration of some of the mid-century design elements original to the property, such as the pergola over the entry sidewalk as well as the original wood flooring in each of the apartment units (Exhibit 4 – Ten Year Rehabilitation List).

HEARING NOTICE AND PUBLIC COMMENTS

A public notice was sent by U.S. mail to all of the property owners of the subject property not less than fifteen (15) days from the date of this hearing (Exhibit 5 – 15 day Public Hearing Notice). No public comment regarding this request has been received to date.

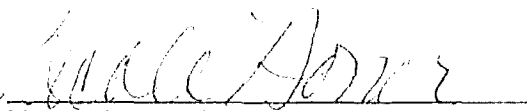
RECOMMENDATION ACTIONS:

1. **CONDUCT** public hearing, **HEAR** testimony, and **CONSIDER** the staff report;

2. **FIND** that the property owners were given a 15-day notice as required (Exhibit 5) and that they concur with the recognition by your Board of the McColm Manor Apartments as a Landmark and placement of said recognition in County lists;
3. **FIND** that the McColm Manor Apartments meets the criteria and standards required by the City of Oxnard Landmark Criteria (§§1360-1374 of Ventura Co. Cultural Heritage Ordinance);
4. Based on the preceding evidence and analysis, **FIND**, through adoption of a Resolution (Exhibit 6), that the Board recommends to the Oxnard City Council, the designation of McColm Manor Apartments as Ventura County Historical Landmark No. 173;
5. **CONSIDER and APPROVE** Findings 1 through 4 noted above; and
6. If the findings are approved, the Cultural Heritage Board shall consider recommending the adoption, by Resolution (Exhibit 6), of the proposed Mills Act contract to the Oxnard City Council.

The Cultural Heritage Board's recommendation will be acted upon by the Oxnard City Council within 90 days from the time when the Cultural Heritage Board adopts a recommendation (VCOC §1365-1).

Prepared by:



Nicole Doner, Senior Planner
805-654-5042

Attachments:

- Exhibit 1: Historic Resources Evaluation (HRE) of McColm Manor Apartments, 534-542 So. F St., Oxnard, CA
- Exhibit 2: Draft Mills Act Contract and Legal Description
- Exhibit 3: Historic Property Characteristics / Mills Act Maintenance and Rehabilitation Standards
- Exhibit 4: Ten Year Rehabilitation List
- Exhibit 5: 15-day Public Hearing Notice
- Exhibit 6: Draft Resolution

cc: Armando J. and Catherine Berriz, property owners

SAN BUENAVENTURA RESEARCH ASSOCIATES

1328 Woodland Drive • Santa Paula CA • 93060

MEMORANDUM

805-525-1909
Fax/Message 888-535-1563
sbra@historicrosources.com
www.historicrosources.com

To: Nichole Doner, Ventura County Planning
From: Mitch Stone, San Buenaventura Research Associates
Date: 11 October 2013 (rev. 15 November 2013)
Re: 534-42 S. F Street Determination of Eligibility for Designation as a City of Oxnard Historic Landmark

The attached State of California DPR 523 forms were prepared for the purpose of assisting the County of Ventura Cultural Heritage Board, acting as the City of Oxnard Cultural Heritage Board, in determining the eligibility of the property at 534-42 S. F Street as a City of Oxnard Landmark. The owners of the property, Armando J. and Catherine Berriz, are interested in applying for a Mills Act Contract. The property consists of a 12-unit, two-story courtyard apartment building with detached garage buildings.

These forms assess the historical and architectural significance of the property in accordance with the City of Oxnard landmark criteria. The forms were prepared by San Buenaventura Research Associates of Santa Paula, California, Judy Triem, Historian; and Mitch Stone, Preservation Planner, for the property owners. The evaluation is based on a field investigation and research conducted in September and October 2013.

City of Oxnard Landmarks Criteria

In April 1991, the City of Oxnard adopted the Ventura County Cultural Heritage ordinance (§§1360-1374, as amended) by resolution (City of Oxnard Resolution No. 10135), including eligibility criteria and procedures, substituting references in the ordinance to the County of Ventura with the City of Oxnard. Since that time, the Ventura County Cultural Heritage Board has acted as the city's cultural heritage board. The criteria for designating properties for listing are: (a landmark needs to only meet one of the following criteria)

1. It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history;
2. It is identified with persons or events which are significant in national, state or local history;
3. It shows evidence of habitation, activity or the culture of prehistoric man;
4. It embodies elements of architectural design, details, materials or craftsmanship which represents a significant structural or architectural achievement or innovation;
5. It is representative of the work of a master builder, designer, architect or artist;
6. It is imbued with traditional or legendary lore;
7. It has a unique location or singular physical characteristics or is a view or vista representing an established and familiar feature associated with a neighborhood, community or the County of Ventura;
8. It is one of the few remaining examples in the County possessing distinguishing characteristics of an architectural or historical type or specimen.

Exhibit 1

534-42 S. F Street

Determination of Eligibility for Designation as a City of Oxnard Historic Landmark

In our opinion, the property at 534-42 S. F Street appears to be individually eligible as a Oxnard City Landmark under Criteria 1, 4 and 8. It is also appears to be eligible as part of a discontiguous district comprised of the remaining seven U-plan courtyard apartment complexes in Oxnard built between 1920 and 1950. Photos of the three other courtyard apartment buildings in Oxnard dating from after 1940 are attached for reference.



Photo 1. 308 W. Palm Drive (circa 1950).

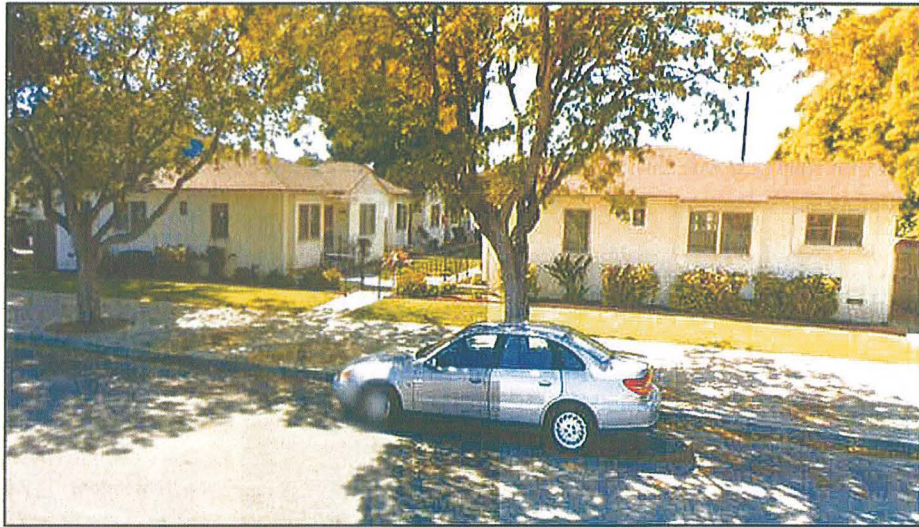


Photo 2. 123 S. D Street (1941).



Photo 3. 529 W First Street (1950).

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary
HRI
Trinomial
NRHP Status Code

Other Listing

Review Code

Reviewer

Date

Page 1 of 7

Resource Name or #: (Assigned by recorder) 534-42 S. F Street

P1. Other Identifier: McColm Manor Apartments

P2. Location: ☐ Not for Publication ☒ Unrestricted

a. County Ventura

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad

Date

; R

1/4 of

1/4 of Sec

B.M.

c. Address: 534-42 S. F Street

City Oxnard

Zip 93030

d. UTM: (Give more than one for large and/linear resources)

mE/

mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

APN 202-0-121-080

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The property consists of two, two-story stucco clad residential buildings and a single-story garage building. The two mirror-image residential buildings are L-plan, organized symmetrically, with the bases of Ls forming the rear (eastern side) of the courtyard between the buildings. The buildings feature low-hipped roofs with shallow boxed eaves. Windows are mainly pairs of four-by-one light steel casements and tripartite four-by-one light casements with transoms over, with shallow sills and no framing. The window openings at the street-facing are filled with six-by-five glass block. All of the street-facing windows feature single wood louvered faux shutters on one side of the window opening. Ground floor entries are located above low concrete stoops. Second floor entries are accessed via common balconies covered by open wood frame pergolas supported by pipe columns. The stairways feature stucco balustrades topped with steel pipe handrails. A low brick wall topped with a single-course cornice connects the top of the Ls and completes the enclosure of the courtyard. [continued]

P3b. Resource Attributes (List attributes and codes) HP3-Multiple Family Property

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site

☐ District

☐ Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)

P5b. Description of Photo: (View, date, accession #)
Western elevation, 9/16/2013

P6. Date Constructed/Age and Sources:

☐ Prehistoric ☒ Historic ☐ Both

1950-F

P7. Owner and Address

Armando J. and Catherine Berriz

1781 Brooksfall Court

Westlake Village, CA 91361

P8. Recorded by: (Name, affiliation and address)

Mitch Stone,

San Buenaventura Research Associates

1328 Woodland Drive

Santa Paula, CA 93060

P9. Date Recorded: 10/2/2013

P10. Survey Type: (Describe)

Landmark application

P11. Report Citation: (Cite survey report and other sources, or enter "none")

Attachments

☐ NONE

☒ Continuation Sheet

☐ District Record

☐ Rock Art Record

☐ Other (List)

☐ Location Map

☒ Building, Structure and Object Record

☐ Linear Feature Record

☐ Artifact Record

☐ Sketch Map

☐ Archaeological Record

☐ Milling Station Record

☐ Photograph Record

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI #

Primary #

Page 2 of 7

NRHP Status Code

Resource Name or #: (Assigned by recorder) 534-42 S. F Street

B1. Historic Name: McColm Manor Apartments

B2. Common Name: 534-42 S. F Street

B3. Original Use: courtyard apartments

B4. Present Use: same

B5. Architectural Style: Modern / Minimal Traditional

B6. Construction History: (Construction date, alterations, and date of alterations)

Constructed 1950, screen between buildings and pergola over entry removed after 1981.

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

Two, three-bay garage at rear of property

B9a. Architect: none or unknown

b. Builder: Bergseid Construction Company

B10. Significance: Theme Residential development

Area: Oxnard

Period of Significance: 1950

Property Type: Courtyard housing

Applicable Criteria:

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographical scope. Also address integrity.)

The Eastwood-Lathrop Subdivision was opened in 1925 on the former lands of the John G. and Aranetta Hill property just south and west of the boundaries of the Town of Oxnard. The boundaries of the subdivision are Fifth Street on the north, Seventh Street on the south, G Street on the west and E Street on the east.

Located west of the subject property is the Hill Residence, built in the 1870s originally on a 630 acre ranch owned by John G. and Aranetta Hill. The Hills arrived in Ventura County in 1868, purchasing land from Thomas Scott, owner of Rancho El Rio de Santa Clara. John G. Hill died in 1904. His wife Aranetta lived into the 1920s. The exact date of her death could not be determined, but apparently occurred in 1925, the year the Eastwood-Lathrop Subdivision was recorded.

The Town of Oxnard, laid out in 1898 on the lands of John and Aranetta Hill, was primarily a neighborhood of single family homes during the early years. With the 1920s housing boom, multifamily housing units began to make an appearance, primarily in the form of courtyard housing. Between 1920 and 1950 approximately fifteen such properties were developed throughout the city. Today, only about seven remain. [continued]

B11. Additional Resource Attributes (List attributes and codes)

B12. References:

California Death Index.

Ventura County Directories.

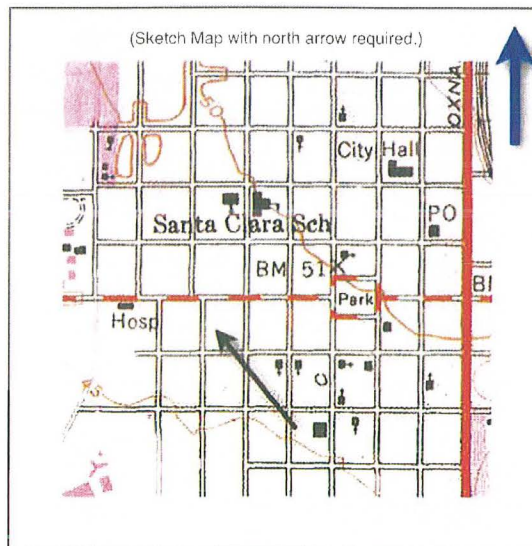
Oxnard Courier, 12/9/1904. "Pioneer of County Gone. John G. Hill Passes Away at his Home in this City." [Continued]

B13. Remarks:

B14. Evaluator: San Buenaventura Research Associates

Date of Evaluation: 10/2/2013

(This space reserved for official comments.)



Page 3 of 7 Resource Name or #: (Assigned by recorder) 534-42 S. F Street

Recorded by: San Buenaventura Research Associates

Date 10/2/2013

☒ Continuation ☐ Update

P3. Description

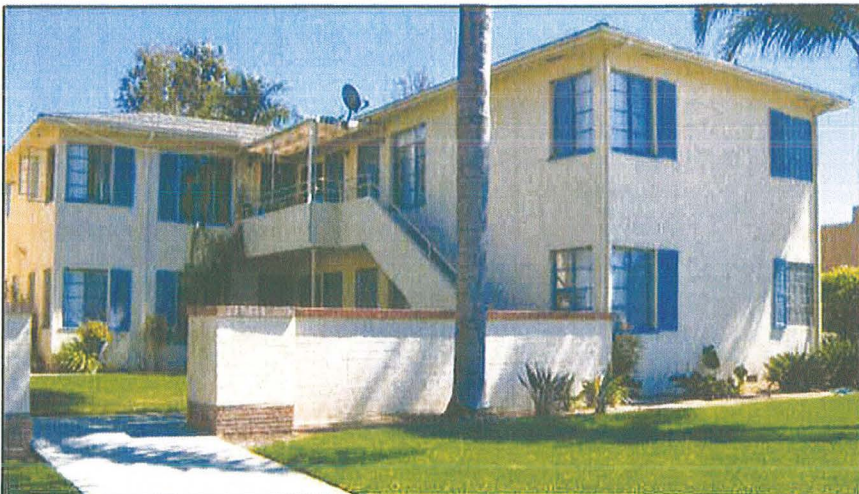
The wall is broken for a centered entry and concrete sidewalk originally framed by low brick planters, now replaced with brick pilasters. Two, single-story 3-bay garages are oriented towards the alley to the rear (east side) of the property. The garages are hip-roofed and accessed via vertical wood paneled awning doors. Landscape materials are confined mainly to low foundation plantings and shrubs both within and outside of the courtyard, and several mature palm trees located between the divider wall and the street.

The property's key character defining features include:

- exterior finish
- roof shape and eave treatment
- steel sash and glass block windows
- tile in kitchen and bathrooms
- stairways and pipe rail balusters
- open pergolas over entries
- faux shutters

Known alterations to the property include:

- replacement of one steel sash window on the second story of the southern building with aluminum sliders.
- covering of two small brick planters at the street entry with brick pilasters
- removal of a freestanding pergola over the street entry
- removal of a frame screen connecting the buildings at the rear of the building Ls.



Description of Photo: (View, date, accession #)

Southern building, northern-and western elevations. (9/16/2013)

Page 4 of 7 Resource Name or #: (Assigned by recorder) 534-42 S. F Street

Recorded by: San Buenaventura Research Associates

Date 10/2/2013

☒ Continuation ☐ Update

B10. Significance

Site-Specific Context

The 12-unit courtyard housing complex at 534-42 S. F Street known as McColm Manor was completed in 1950 for Ralph C. and Sofia McColm. Ralph Carter McColm was born in Kansas in 1893 and by the late 1920s was living in Longview, Washington where he practiced as a chiropractor. The couple moved to Southern California during the late 1940s, and shortly thereafter began investing heavily in real estate and real estate development around Ventura County. Their development company was listed in directories as County Construction Company and Venco Construction Company (the latter incorporated in 1965). In late 1949 they purchased two adjacent parcels in the Eastwood and Lathrop Subdivision from Edgar and Martha Johnson. It appears the McColms lived in Ojai for a number of years, later moving to Santa Barbara, where Ralph McColm died in 1975. The date and location of death for Sophia McColm could not be readily determined. The property remained in the McColm family ownership until at least the 1970s.

The designer of these buildings is undocumented. They were constructed by the Bergseid Construction Company, a large and prolific Ventura-based contracting firm. Given the size of the Bergseid Construction firm, they quite possibly designed smaller projects, such as this one, in-house. This firm had its beginning in 1927, three years after Theodore Bergseid arrived in Ventura to join his older brother Thomas. It appears they formed a construction company partnership, although it is unclear if it continued until the death of Thomas in 1960, as this 1950 project is credited in press reports to Theodore Bergseid. After serving in the Naval Construction Battalion during World War II, Theodore Bergseid was responsible for a wide variety of commercial, residential and institutional construction projects county-wide. The company was especially noted for its work in developing north Oxnard. Theodore Bergseid continued contracting until his retirement in 1971.

The apartments of McColm Manor provided housing to a variety of working-class Oxnard residents. The one-bedroom units were apparently mostly rented to single people, with a particular emphasis on the professions populating Ventura County during the immediate postwar period. Residents during the 1950s included members of the military, teachers, and nurses.

Local Significance and Eligibility

McColm Manor reflects special elements of the county's architectural history under **Criterion 1** as a scarce example of a housing type that was built primarily during the 1920s through the 1950s to address the demand for multifamily housing. The postwar boom and the lack of construction during the Great Depression and wartime created an urgent need for housing throughout Southern California, of both single family and multifamily types. Literally thousands of these housing types were built throughout Southern California and Oxnard was no exception.

The property is an example of the "u-parti" form of courtyard apartment complex, as defined in the typology created by Polyzoides, et. al., 1992. One of the most common and characteristic of the courtyard types built in Southern California, the u-parti is defined by building masses enclosing a courtyard on three sides with an opening facing the street. The courtyard in this type was typically "completed with a thin wall screen connecting the two front bars of the U," a detail seen in this property. A cursory view of Sanborn Maps for this period suggests that roughly fifteen of these u-parti apartment courtyard complexes were built in Oxnard by 1950, with perhaps half of them remaining today. (Polyzoides, et. al, 1992: 42)

The seven remaining courtyard apartment complexes in Oxnard include the subject property (1950), Olive Court at 401 W. Fourth Street (1923), Palm Court at 330 W. Palm Drive (ca. 1930), 308 W. Palm Drive (ca. 1950), 123 S. D Street (1941), 529 W. First Street (1950), and 531 S. F Street (1926). The last of these courtyard complexes was listed as an Oxnard City Landmark in 2010, on the basis of its significance as a type of residential construction (courtyard housing).

Under **Criterion 2**, the property at 534-42 S. F Street is not associated with the lives of persons or events who have made a significant contribution to the city of Oxnard. The builders and original owners Ralph and Sophia McColm apparently never lived in Oxnard, and made no, known significant contributions to the city's development.

Page 5 of 7 Resource Name or #: (Assigned by recorder) 534-42 S. F Street

Recorded by: San Buenaventura Research Associates

Date 10/2/2013

☒ Continuation ☐ Update

Criterion 3 relates to archaeological resources and is not relevant to this evaluation.

Under **Criterion 4**, McColm Manor at 534-42 S. F Street embodies the architectural design, details and materials characteristic of the courtyard housing, a type of housing popular from the 1920s through the 1950s, and is one of the later examples of this courtyard type. It is designed in the Modern style, incorporating elements of the Minimal Traditional style also popular during the immediate postwar period. The Minimal Traditional style is a popularized form of the Modern style that incorporates familiar design elements derived from historical architectural styles (e.g., Colonial, Cape Cod) into otherwise Modern buildings. The low-pitched hipped roof, boxed eaves and faux shutters seen on this property are representative of this approach.

The property is an example of the "u-parti" form of courtyard apartment complex, as defined in the typology created by Polyzoides, et. al., 1992. One of the most common and characteristic of the courtyard types built in Southern California, the u-parti is defined by building masses enclosing a courtyard on three sides with an opening facing the street. The courtyard in this type is often "completed with a thin wall screen connecting the two front bars of the U," a detail seen in this property. (Polyzoides, et. al, 1992: 42).

As the courtyard apartment form evolved into the 1950s, elements of the basic form began to change. The central landscaped courtyard was often replaced with a swimming pool, and individual unit entries tended to be replaced with common exterior balconies above the ground floor. This property is a transitional example, as the three upstairs units in each building are accessed by a common stairway and balcony and the landscape courtyard remains the central focus.

Under **Criterion 5**, the property does not represent the work of a master builder or designer. It was built by a contractor with no architect known to have been involved.

Under **Criterion 6**, the property does not meet the criteria for traditional or legendary lore.

Under **Criterion 7**, it does not have a unique location or single physical characteristic, or view representing an established feature associated with the city of Oxnard.

Under **Criterion 8**, McColm Manor is one of the four remaining examples of postwar courtyard housing in Oxnard.

The property has retained substantial integrity. The property is still in its original location. Its design in the Modern style has remained essentially intact. An aluminum slider inserted within one original opening is the only apparent alteration to the fabric of the buildings. An open wood framed two-story screen joining the apartment buildings at the rear of the courtyard has been removed, along with a freestanding pergola originally located at the entry sidewalk. The property's integrity of materials and workmanship are also largely intact. The property is in good condition. In addition, the property retains a number of key interior architectural features, including original cabinets, and counter tiling in the kitchens and bathrooms.

The property at 534-42 S. F Street appears to be individually eligible as a Oxnard City Landmark under Criteria 1, 4 and 8. It is also appears to be eligible as part of a discontinuous district comprised of the remaining seven U-plan courtyard apartment complexes in Oxnard built between 1920 and 1950. Further research and documentation would be required to establish the eligibility of this potential district.

B12. References

Oxnard Daily Courier; 5-24-1950, 3-31-1985.

Polyzoides, Stefanos, Roger Sherwood, and James Tice. *Courtyard Housing in Los Angeles*. New York: Princeton Architectural Press, 1992 (second edition).

Sanborn Maps, 1929 updated to 1950.

U.S. Census.

Page 6 of 7 Resource Name or #: (Assigned by recorder) 534-42 S. F Street

Recorded by: San Buenaventura Research Associates

Date 10/2/2013

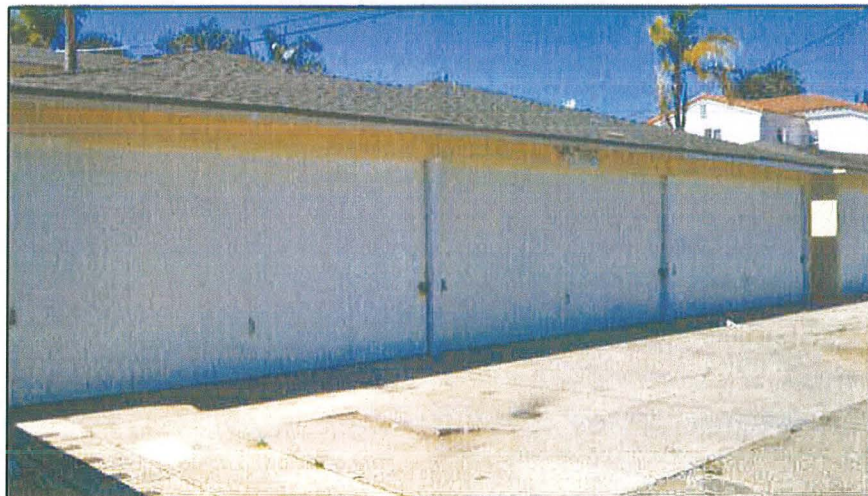
☒ Continuation ☐ Update

Ventura County Grant Deeds

Map of Eastwood and Lathrop's Subdivision, August 1925.



Description of Photo: (View, date, accession #)
Detail of entries, balcony and stairway.
(9/16/2013)



Description of Photo: (View, date, accession #)
Garages, eastern elevation. (9/13/2013)

Page 7 of 7 Resource Name or #: (Assigned by recorder) 534-42 S. F Street

Recorded by: San Buenaventura Research Associates

Date 10/2/2013

☒ Continuation ☐ Update



Description of Photo: (View, date, accession #)

Kitchen interior, typical. (9/13/2013)



Description of Photo: (View, date, accession #)

Western elevation, showing original wall configuration, pergola and screen. (1981)

**RESOLUTION OF
THE OXNARD CULTURAL HERITAGE BOARD
RECOMMENDING APPROVAL OF THE DESIGNATION AS A
VENTURA COUNTY HISTORICAL LANDMARK
AND MILLS ACT CONTRACT FOR THE
MCCOLM MANOR APARTMENTS**

WHEREAS, the Ventura County Cultural Heritage Board serves as the Cultural Heritage Board for the City of Oxnard; and

WHEREAS, the Oxnard Cultural Heritage Board, on November 25, 2013, held a public hearing to consider a request to designate property known as McColm Manor Apartments, located at 534-542 South F Street, Oxnard as Ventura County Historical Landmark No. 173 and a request for a "Mills Act" historical property contract ("Contract") with the property owners of the McColm Manor Apartments, pursuant to City of Oxnard procedures and Section 50280 of the California Government Code for all structures on-site and the site; and

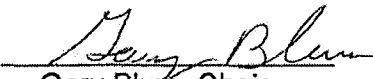
WHEREAS, the Oxnard Cultural Heritage Board, on November 25, 2013, found that McColm Manor Apartments, as a qualified historical property that is privately owned, not exempt from property taxation, is eligible as a Ventura County Historical Landmark; and

WHEREAS, the property owners of the McColm Manor Apartments, if designated by the Oxnard City Council as a County Landmark, are eligible to take advantage of the Contract benefits of property tax savings in exchange for restoration, preservation, and maintenance of the McColm Manor Apartments; and

WHEREAS, the Contract requires that the owner stipulate to proposed rehabilitation measures over a minimum ten-year period and that the Contract is automatically renewed each year and is transferred to new owners when the property is sold.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the City Council that they approve the designation of property located at 534-542 South F Street, Oxnard as Ventura County Historical Landmark No. 173 and authorize the Mayor to execute a Mills Act Contract for the McColm Manor Apartments. A recorded copy of such Contract to be on file with the Ventura County Recorder's Office.

Date: 11/26/13

By: 
Gary Blum, Chair

RECORDING REQUESTED BY:

CITY OF OXNARD

Request recording without fee. Record for
Benefit of the City of Oxnard pursuant to
Section 6103 of Government Code.

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, CA 93030

AGREEMENT A-7731

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, State of California, hereinafter called ("CITY") and

Armando J. Berriz and Catherine Berriz, husband and wife

holding title to their property as community property, hereinafter called ("**OWNER**")

RECITALS

OWNER possesses and owns real property located within CITY, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.48-12(d) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the "Historical Property."

Both CITY and OWNER desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

A G R E E M E N T

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, agree as follows:

1. Agreement Subject to California Government Code Sections 50280-50290

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.

2. Furnishing Information

OWNER shall furnish CITY with any information requested by CITY to enable CITY to determine the eligibility of the Historical Property to be classified as qualified historical property.

3. Preservation, Restoration and Rehabilitation of Property

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

- a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.
- b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. Inspections

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of

Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual inspection fee to the City of Oxnard for inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2015 to and including December 31, 2024.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least 90 days or by CITY at least 60 days prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

10. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

11. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenant of this Agreement or has allowed the Historical Property to deteriorate to

the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

12. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

13. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

14. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

15. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning Division, 214 South C Street, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

16. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the

Historical Property on account of the restrictions on the use and preservation of the Historical Property.

17. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

18. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

19. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

20. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this 2nd day of December 2014.

CITY OF OXNARD

OWNER/S

Tim Flynn, Mayor

Armando J. Berriz

ATTEST:

Catherine T. Berriz

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services Director

Exhibit 'A'

Legal Description

Lots 5 and 6 of the Eastwood and Lathrop Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 14, Page 35 of Miscellaneous Records, in the Office of the County Recorder of said Ventura County.

APN: 202-0-121-080

McColm Manor Apartments
534-542 South F Street, Oxnard, CA 93030
Historic Property Characteristics

The property is a u-plan courtyard apartment complex with two two-story apartment buildings and two single-story garage buildings. The two residential buildings have L-shaped plans and are arranged symmetrically on the site. Together with a brick wall at the front (west side) of the property, they surround a central courtyard. The garage buildings face an alley at the rear (east side) of the property. The buildings' style is Minimal Traditional, a popularized form of the Modern style, which incorporates familiar design elements derived from historical architectural styles into otherwise Modern buildings. The property exemplifies the "u-parti" form of courtyard apartment complexes, one of the most common and characteristic of the courtyard types built in Southern California.

Exterior:

- Stucco finish
- Low-pitched hipped roofs and shallow boxed eaves
- Four-by-one light steel casement windows
- Tripartite four-by-one light steel casement windows with transoms above
- Glass block windows
- Shallow sills and no framing
- Single, louvered, faux wood shutters mounted on one side of the windows that face the street (west)
- Entrances to second floor apartments accessed via stairways leading to common balconies
- Stucco-clad stairways with steel pipe rails and balusters
- Wood frame pergolas supported by steel pipe columns cover the balconies
- Painted brick wall at front (west side) of property connects the two long arms of the U-plan created by the residential buildings and encloses the courtyard
- Vertical, wood-paneled, awning garage doors

Interior:

- Tile counters in kitchens and bathrooms
- Original wood cabinets in kitchens and bathrooms
- Original flooring (of unknown wood type and condition) remains under contemporary flooring

Landscaping:

- Central courtyard with lawn and plantings
- Large lawn between buildings/wall and sidewalk

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, places and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, Features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size scale and proportion, and massing to protect the integrity of the property and its environment
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

PROPERTY MAINTENANCE

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment, or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds, and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Board, the Planning Director, or the Cultural Heritage Board Staff.

CONDITIONS

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain a historic building. Existing conditions (interior and exterior) not in conformance with the Secretary of the Interior's Standards may be required to be removed and the original conditions remedied as part of this contract.

Source: United States. Secretary of the Interior's Standards for Rehabilitation.

Proposed Mills Act Contract Ten-Year Rehabilitation Plan For:**534-542 SOUTH F STREET OXNARD CA**

Year	Proposed Project* <i>(Describe the rehabilitation project in detail)</i>	Estimated Cost
Year 1	Restore/repair existing pergolas over second story door entrances. Replace four vinyl windows with steel case windows to return windows to original (or near original) condition.	12,000 - 14,000
Year 2	Replace cracked driveway.	28,000
Year 3	Repair eaves and/or overhangs; repair exterior stucco; paint all exterior surfaces, including walking paths	25,000 - 30,000
Year 4	Build pergola over courtyard entrance to restore original condition.	10,000 - 12,000
Year 5	Restore laundry room to 534 South F Street, including flooring, counter and sink; replumb and upgrade electrical circuits and service lines to laundry room; place laundry machines.	9,000 - 11,000
Year 6	Restore original or replace wood flooring in living and bedrooms in multiple apartments.	12,000 - 15,000
Year 7	Upgrade electrical circuits and service lines to three-double garage; replace wooden garage doors with automatic garage doors at 534 South F Street.	12,000 - 15,000
Year 8	Upgrade electrical circuits and service lines to three-double garage, replace wooden garage doors with automatic garage doors at 542 South F Street.	12,000 - 15,000
Year 9	Restore original or replace wood flooring in living and bedrooms in multiple apartments.	12,000 - 15,000
Year 10	Re-Roof all four structures: both apartment buildings and both garages.	35,000

*Please note that projects that affect a residence (exterior or interior) are subject to Cultural Heritage Board or Cultural Heritage Board staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Rehabilitation*.

See attached list of potential Mills Act Contract projects. All approved Mills Act Contracts will be subject to an annual inspection. The property owner is responsible for providing "before" and "after" photographs for all rehabilitation activities and for covering the costs related to these inspections.

Mills Act Contract Application MAR-2013

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO APPROVE PLANNING AND ZONING PERMIT NO. 13-681-01 (HISTORICAL LANDMARK DESIGNATION NO. 173) TO DESIGNATE PROPERTY (MCCOLM MANOR APARTMENTS) LOCATED AT 534-542 SOUTH F STREET, AS VENTURA COUNTY HISTORICAL LANDMARK NO. 173. FILED BY ARMANDO J. BERRIZ AND CATHERINE T. BERRIZ, 1781 BROOKSFALL COURT, WESTLAKE VILLAGE, CALIFORNIA 91361.

WHEREAS, in accordance with City Council Resolution No. 10,135, the Ventura County Cultural Heritage Board, serving as the City of Oxnard Cultural Heritage Board, adopted a resolution recommending that the City Council designate McColm Manor Apartments as Ventura County Historical Landmark No. 173, filed by Armando J. Berriz and Catherine T. Berriz; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the application for historical landmark designation of the property McColm Manor Apartments; and

WHEREAS, the City Council has carefully reviewed the recommendation of the City of Oxnard Cultural Heritage Board, and has concluded that the McColm Manor Apartments property is of historical significance to the City of Oxnard and meets criteria set forth by Resolution No. 10,135 regarding historical landmarks; and

WHEREAS, the City Council finds that approval of Ventura County Historical Landmark Designation No. 173 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15331 (Historical Resource Restoration/Rehabilitation) since approval will only result in limited maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historical Properties, which is consistent with a Class 31 exemption, and as a result further finds that there is no substantial evidence that the Ventura County Historical Landmark Designation No. 173 may have a significant effect on the environment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. PZ 13-681-01 (Historical Landmark Designation No. 173) is approved and hereby declares McColm Manor Apartments to be Ventura County Historical Landmark No. 173.

PASSED AND ADOPTED this 2nd day of December 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



Meeting Date: 12/2/14

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

Prepared By: Stephen M. Fischer, Interim City AttorneyAgenda Item No. K-1Reviewed By: City Manager SM City Attorney SMF Finance JC Other (Specify) _____**DATE:** November 17, 2014**TO:** City Council**FROM:** Stephen M. Fischer, Interim City Attorney **SUBJECT:** Randolph Debt Forgiveness Request**RECOMMENDATION**

That City Council consider the request of Ms. Tracy Randolph for debt forgiveness and adopt a resolution denying Ms. Randolph's request.

DISCUSSION

In August of 1997 the City's Economic Development Loan Committee approved a five year small business loan to Ms. Tracy Randolph in the amount of \$12,000 secured by a promissory note. That original loan was defaulted in 1998 and Ms. Randolph entered into a second promissory note in June of 2001 to memorialize a payment plan for the outstanding balance.

The terms of that second note were again not met and the City secured a judgment against Ms. Randolph in November of 2002 for the outstanding balance. When the judgment was not paid within 10 years, the City renewed the judgment in July of 2012. The current outstanding judgment against Ms. Randolph (including penalties and late fees) is \$20,975.64.

Ms. Randolph has made a request that the City forgive this outstanding debt. Pursuant to section III.C of City Council Resolution No. 14,670 (the City's financial management policies), all such requests are decided by the Council on a case by case basis. Ms. Randolph has requested debt forgiveness based on personal issues and lack of ability to pay. Ms. Randolph will appear at the City Council meeting to discuss the specific reasons for her request.

It is the City Council's decision to grant or deny a request for debt forgiveness, but staff recommends denying this request given Ms. Randolph's history of non-payment.

FINANCIAL IMPACT

There is a potential negative fiscal impact if the debt is forgiven as the City will forego the possibility of ever collecting the outstanding loan in the future.

Attachment #1 – Resolution Denying Debt Forgiveness - Attachment #2 – Resolution No. 14,670

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DENYING THE DEBT FORGIVENESS REQUEST OF TRACY RANDOLPH

WHEREAS, City Council Resolution No. 14,670 requires all requests for debt forgiveness must be approved or disapproved by the City Council resolution on a case-by-case basis; and

WHEREAS, Ms. Tracy Randolph has made a request that the City forgive her outstanding debt in the amount of \$20,975.64 from a defaulted 1997 small business loan; and

WHEREAS, the City Council considered Ms. Randolph's request for debt forgiveness on December 2, 2014.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the forgiveness of the outstanding debt of Tracy Randolph is not in the public interest as Ms. Randolph has not followed through on prior payment plans and has not sought a new payment plan. Therefore, the City Council denies the request for debt forgiveness.

PASSED AND ADOPTED THIS _____ day of _____, 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 NO. _____
PAGE _____ OF _____

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,670

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

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

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

I. BUDGET POLICIES

A. Budget Guidelines

1. The City Council will approve a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
2. The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
3. The budget will be organized in a department/service level format.
4. The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health and safety of residents.
 - b. Adequate ongoing maintenance of facilities and equipment.
 - c. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

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

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and Citywide master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Linkage with community needs as identified in the City's major planning documents.
 - b. Cost/benefit analysis identifying all financial and community impacts of the project.
 - c. Identification of available funding resources.
2. Staff will develop the CIP Plan with funding priorities in the following order:
 - a. Projects that maintain and preserve existing facilities.
 - b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.
 - c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short-term fluctuations in any one revenue source.
2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost-effective actions available to collect revenues.
2. Staff will grant use fee waivers and debt forgiveness under the following conditions:
 - a. All requests will be approved or disapproved by the City Council on a case-by-case basis.
 - b. Each request will be considered and City Council action will be by resolution.

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

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

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.
2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

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

A. Procedures

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

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

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

B. Committed Fund Balance

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

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

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

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self-insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the Water and Wastewater Utility Enterprise Funds equal to 25 percent of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.
2. The City Council will review the issuance of long-term debt only for:
 - a. Construction and acquisition of land, capital improvements, or equipment when the useful life of the asset is equal to or greater than the term of the debt.
 - b. The creation of contractually-required reserves.
 - c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.
3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long-term debt to finance a major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.

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

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - d. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed-rate long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

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

2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more.
3. Staff will prepare regular monthly, quarterly, and annual financial reports to present a summary of financial performance and position.
4. Staff will provide full disclosure in the annual financial statements and bond representations.
5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.
3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

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

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

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

1. Claims adjuster for workers' compensation and public liability/property damage.
2. Claims auditor, actuarial consultant, and risk management program auditor.
3. Insurance broker of record.

PASSED AND ADOPTED on this 24th day of June, 2014, by the following vote:

AYES: Councilmembers Flynn, Ramirez and MacDonald.

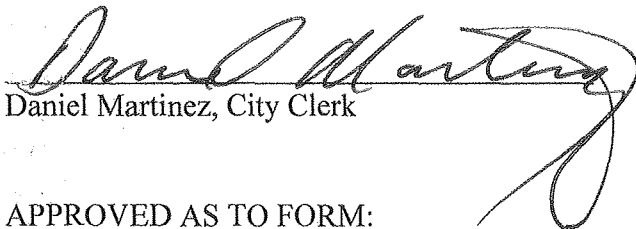
NOES: Councilmembers Padilla and Perello.

ABSENT: None.



Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 12/2/14

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

Prepared By: Jefferson Billingsley, Deputy City Attorney Agenda Item No. S-1

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

DATE: November 10, 2014

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney [Signature]

SUBJECT: Westport Easement

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a Grant of Easement for maintenance by the Westport at Mandalay Bay Owners Association of the Fountain and Monuments on Tradewinds and Chesapeake Drives.

DISCUSSION

During the construction of the Westport Development, some private improvements were located on public property. The fountain located on Tradewinds Drive and the entry monuments located on Tradewinds and Chesapeake Drives are within the City of Oxnard's road right of way. City staff recommends granting the Westport at Mandalay Bay Owners Association an easement so that group will be responsible for operation, maintenance, repair and replacement of the fountain and monuments at Westport. The easement agreement will formalize the existing arrangement regarding these features.

FINANCIAL IMPACT

There is no negative fiscal impact. The Owner's Association will be responsible for the financial obligations related to maintenance, repair and replacement of the fountain and monuments.

Attachment #1 – Grant of Easement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Jeffrey A. Beaumont, Esq.
21650 Oxnard Street, Suite 1620
Woodland Hills, CA 91367

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT
(RIGHT OF WAY)**

THE CITY OF OXNARD A MUNICIPAL CORPORATION ("Grantor") grants, conveys and warrants to **WESTPORT AT MANDALAY BAY OWNERS ASSOCIATION**, a California non-profit mutual benefit corporation, its successors and assigns, past, present and future Board members, contractors, agents, managers and employees ("Grantee"), a nonexclusive easement as set forth herein.

RECITALS

WHEREAS, Grantor is the owner of certain real property, specifically road right of way located in the City of Oxnard, County of Ventura, known as Tradewinds Drive and Chesapeake Drive as more particularly set forth in "**Exhibit A**," attached hereto and incorporated herein by reference ("Grantor Property"); and

WHEREAS, Grantee is the owner of certain real property located in the City of Oxnard, County of Ventura, as more particularly set forth in "**Exhibit B**," attached hereto and incorporated by this reference ("Grantee Property"), which is adjacent to the Grantor Property described in "**Exhibit A**;" and

WHEREAS, Grantee owns, operates and maintains a fountain and related and adjacent components on the Grantor Property, located on the Grantor Property commonly known as Tradewinds Drive, Oxnard, California 93035 ("Fountain"), specifically set forth in "**Exhibit C**" hereto and incorporated herein by this reference; and

WHEREAS, Grantee owns, operates and maintains four (4) entry monuments and related and adjacent components on the Grantor Property, each respectively and specifically located on the Grantor Property commonly known as Tradewinds Drive, Oxnard, California 93035 and Chesapeake Drive, Oxnard, California 93035 ("Monuments"), specifically set forth in "**Exhibit D**" hereto and incorporated herein by reference; and

WHEREAS, Grantor has agreed to grant to Grantee a nonexclusive easement over the Grantor Property with respect to and for access, operation, maintenance, repair and replacement of the Fountain and Monuments and together with the reasonable right of ingress and egress to and from the Fountain and Monuments, upon the terms and conditions set forth in this Grant of Easement; and

Grant of Easement (Right of Way)

Record 1 of 6
ATTACHMENT NO. 1
PAGE 1 OF 25

FOR VALUABLE CONSIDERATION, the sufficiency of which is agreed by the parties, Grantor grants this Easement (as hereinafter defined) to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby grants to Grantee an easement over, under, within and through the Grantor Property (land and improvements), as more particularly set forth on "**Exhibit A**" hereto, for the Easement Purposes, as defined in Section 2 of this Grant of Easement, subject to all matters and encumbrances of record affecting the Grantor Property, on the terms and conditions set forth in this Grant of Easement ("Easement").

2. Easement Purposes. "Easement Purposes" as used herein shall mean use of the Grantor Property as is necessary, desirable, or advisable for the following purposes: (i) vehicular and pedestrian ingress and egress by Grantee, its successors, assigns, tenants, agents, and invitees, including the driveway and turnabout located thereon, in order and for the purpose of Grantee, its successors, assigns, tenants, agents and invitees for access, operation, maintenance, repair and replacement of the Fountain and Monuments; (ii) to allow the Fountain and Monuments to remain on Grantor's property and (iii) all rights corresponding or incidental thereto, together with all necessary or convenient appurtenances.

3. Character of Easement. The Easement is nonexclusive and appurtenant to the Grantee Property and includes the absolute right of the Grantee to use the Easement for the Easement Purposes.

4. Duration. The duration of the Easement ("Term") is intended to be perpetual and shall run with the land and inure to the benefit of Grantee and any of Grantee's successors and assigns. Should the Fountain or Monuments be removed by Grantee, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefor, a quitclaim deed to the rights herein given.

5. Access. Upon the fully executed date and throughout the Term of the Easement, Grantee shall have the right of access to the Easement over and across the Grantor Property to enable Grantee to exercise its right consistent with the Easement Purposes, which use must not be disturbed, interrupted or impeded in any manner while this Easement remains in effect.

6. Maintenance, Repair and Replacement. Grantor is solely responsible to conduct such maintenance, repair and replacement of the Easement, as it deems necessary or advisable to maintain the Easement in good condition and repair, including without limitation, paving the Easement; provided, however, that if any such maintenance, repair or replacement is required, in whole or in part by any act or omission of Grantee, Grantee's successors, assigns, tenants, members, invitees, or agents, then in such instance Grantee shall be responsible for the cost of such maintenance, repair or replacement. Grantee shall be responsible for maintenance, repair and replacement of the Fountain and Monuments in a clean, sanitary and attractive condition. Grantee further agrees to remedy any and all damage, destruction, and/or vandalism to the Fountain and/or Monuments at its sole expense, including without limitation: damage or destruction caused by vehicles, including but not limited to buses; graffiti; trash, garbage or other debris; and/or damage or destruction resulting from criminal activity.

7. Grantor's Use of Easement. Grantor reserves the right to use the Grantor Property for any purpose not inconsistent with the rights herein granted to Grantee; provided,

however, that should Grantor deem it necessary to construct or otherwise maintain a structure, system, or other improvement not currently present within the Grantor Property that would otherwise interfere with the exercise of the rights herein granted to Grantee, Grantor shall be required to submit its proposal(s) to Grantee for review and written approval prior to any and all construction, modification or other installation of any and all structures, systems or other improvement, and such approval shall not be unreasonably conditioned, withheld or delayed.

8. Removal Obligation. Upon termination of this Easement by Grantee, Grantee will have the obligation to remove the Fountain or Monuments within the Easement and to return the area to a safe and sanitary condition. The Term of the Easement is intended to be perpetual and shall run with the land and inure to the benefit of Grantee and any of Grantee's successors and assigns.

9. Mutual Indemnification. Grantee shall assume the defense of and indemnify and hold harmless Grantor from and against all actions or claims against Grantor, its elected and appointed officials, officers, agents or employees from any and all loss, including attorneys' fees, sustained by Grantor by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of Grantee's performance of the Easement Purposes, except for actions or claims alleged to have occurred, in full or in part, as a result of active negligence by the Grantor, its officers, agents or employees.

Grantor shall assume the defense of and indemnify and hold harmless Grantee from and against all actions or claims against Grantee, its directors, officers, agents or employees from any and all loss, including attorneys' fees, sustained by Grantee by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of or in connection with the Grantor Property, excluding the Fountain and Monuments, and/or Grantor's performance of this Easement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the Grantee, its officers, agents or employees.

The indemnification provisions contained in this Easement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Easement, or any of their agents, officers or employees or their performance under the terms of this Easement.

It is the intent of Grantor and Grantee that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party, shall bear the proportionate cost of any loss; damage, expense and liability attributable to that party's negligence.

10. Taxes. Grantor and Grantee agree that this Easement may create a possessory property interest which is subject to property taxation, in which event the party in whom such interest is vested may be subject to and shall pay such property taxes.

11. Insurance. Grantor and Grantee must each obtain and keep in full force and effect at all times throughout the Term, extended comprehensive liability insurance covering public liability for personal injury, death or property damage, arising out of each party's respective use, maintenance, repair or replacement of the Easement (including improvements thereupon). The insurance to be acquired and maintained by Grantee hereby will be with

companies admitted to do business in the State of California having a policyholder's rating of at least A-. Grantor shall be self-insured. Each insured party will deliver to the other party to this Easement certificates, endorsements and any other reasonable documentation of insurance evidencing the existence of the policies, which must name the other party to this Easement as an additional insured. Grantor and Grantee, as the case may be, and their respective property, arising from covered causes of loss for which insurance is carried or required to be carried pursuant to this Section. On behalf of their respective insurance companies insuring their respective property against any loss, each party waives any right of subrogation that it may have against the other party. Each party is responsible for the payment and costs associated with their insurance obligations set forth herein.

12. No Impediment to Use. During the Term of this Easement, no walls, fences or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement, or the exercise or performance of any of the Easement Purposes, will be constructed, maintained or permitted on the Easement, or any portion thereof, by Grantor or Grantee. This section shall not apply to temporary construction activities carried out by Grantor on Grantor's property. Grantor will consult with and obtain Grantee's consent before and during such activities to facilitate the Easement Purposes. Grantee's consent shall not be unreasonably withheld.

13. Title, Successors and Assigns. Each party covenants and warrants to the other that they have full right, power and authority to execute this Easement. This Easement shall run with the Grantor Property and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Easement shall also run with the Grantee Property and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

14. Notices. Any notice required or permitted under this Easement, shall be in writing given by registered mail, return receipt requested, personally, or by a nationally recognized overnight courier, at the following addresses, but such address may be changed by written notice given by one party to the other from time to time:

TO GRANTOR:

City of Oxnard
Attn: Stephen Fischer, Esq.
Office of the City Attorney
300 West Third Street, Third Floor
Oxnard, CA 93030

TO GRANTEE:

Westport at Mandalay Bay Owners Association
Attn: Jeffrey A. Beaumont, Esq.
Beaumont Gitlin Tashjian
21650 Oxnard Street, Suite 1620
Woodland Hills, CA 91367

The parties hereto may update the above listed contacts for notice by providing the other party written notice of same pursuant to the terms above listed. The notice party shall be deemed changed upon receipt of said change.

15. Attorneys' Fees. Should any legal enforcement action be commenced between the parties hereto concerning their respective rights hereunder, the party prevailing in such legal enforcement action shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and actual expenses incurred in such action which shall be determined by the Court in such a litigation or in separate action brought for that purpose.

16. Miscellaneous.

(a) If any provision of this Easement is invalid or unenforceable with respect to any party, the remainder of this Easement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Easement shall be governed under the laws of the State of California.

(c) This Easement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other easements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Easement must be in writing and executed by both parties.

(d) This Easement may be executed in two or more counterparts, each of which will be deemed and original, but all of which together will constitute one and the same instrument.

(e) Venue for any action brought under this Easement shall be in the County of Ventura.

IN WITNESS WHEREOF, the parties have executed this Easement as of the following day and year.

[Signatures to Follow]

Dated this _____ day of _____, 2014

Grantor:

THE CITY OF OXNARD A MUNICIPAL CORPORATION

By: _____

Name: Tim Flynn

Title: Mayor

Date: _____

Grantee:

WESTPORT AT MANDALAY BAY OWNERS ASSOCIATION, a California non-profit mutual benefit corporation

By: _____

Name: Sheldon Chavin

Title: Manager

Date: 11-7-14

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
DESCRIPTION OF GRANTOR PROPERTY**

**EXHIBIT B
DESCRIPTION OF GRANTEE PROPERTY**

**EXHIBIT C
DESCRIPTION OF FOUNTAIN**

**EXHIBIT D
DESCRIPTION OF ENTRY MONUMENTS**

APPROVED AS TO FORM:
for

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Ventura

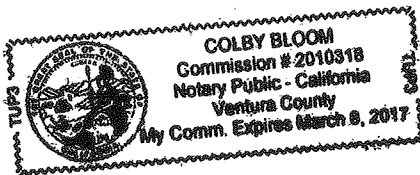
On 11/7/2014 before me, Colby Bloom - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Sheldon Chavin

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Colby Bloom

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

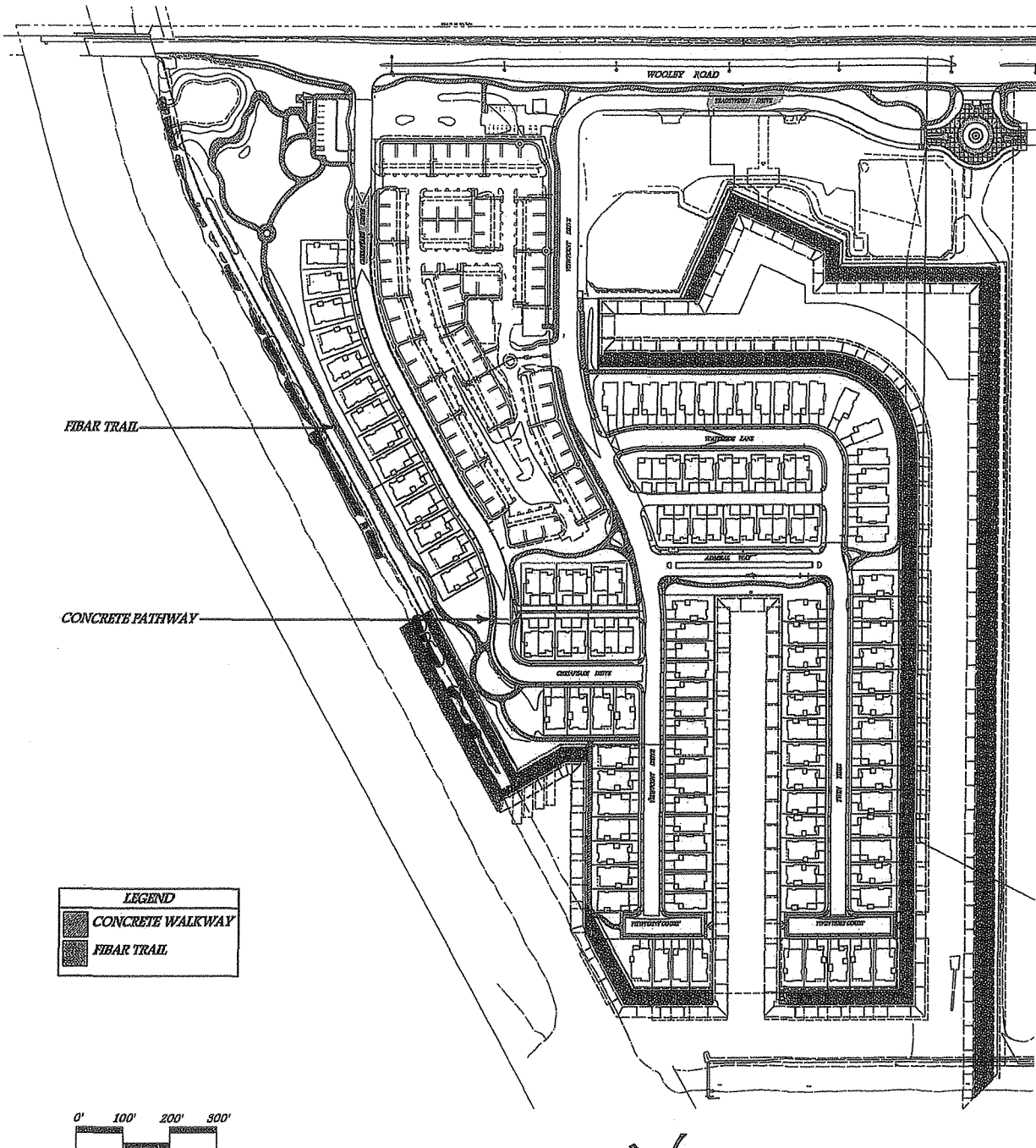
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A



Westport at Mandalay Bay
Master Trail System Map

TENTATIVE TRACT NO. 5196
CITY OF OXNARD, CALIFORNIA

PREPARED FOR: LB/L-SUNCAL MANDALAY, LLC, 21601 DEVONSHIRE BOULEVARD, SUITE 116, CHATSWORTH, CA 91311 - 818.772.2077
PREPARED BY: THE DESIGN CONSORTIUM, 1757 MESA VERDE AVENUE, SUITE 260, VENTURA, CA 98005 - 805.690.3006

4/20/06, 2002
20-1041-01
SHEET 1 of 1

EXHIBIT 'B'

GRANTEE PROPERTY

ALL OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 2000-5-007, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED AS DOCUMENT NO. 2000-10485-00 OF OFFICIAL RECORDS OF SAID COUNTY.

(SAID PARCEL 1 IS SHOWN ON THE MAP FILED IN BOOK 53 AT PAGE 12 OF RECORDS OF SURVEYS OF SAID COUNTY.)

EXHIBIT 'C'
Fountain Areas

EASEMENT AREA 'A':

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER RECORD OF SURVEY RECORDED IN BOOK 53, PAGES 12 AND 13, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS LYING WITHIN THOSE PORTIONS OF 'TRADEWINDS DRIVE' AS PER TRACT MAP NUMBER 5196-1, RECORDED IN BOOK 147, PAGES 14 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF 'TRADEWINDS DRIVE' AS PER TRACT MAP NUMBER 5266-1, RECORDED IN BOOK 154, PAGES 19 THROUGH 30, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS A CIRCULAR PORTION OF LAND, HAVING A RADIUS OF 27.90 FEET, THE RADIUS POINT OF WHICH LIES AT THE FOLLOWING DESCRIBED POINT:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE NORTHWEST CORNER OF 'PARCEL 2' AS PER SAID RECORD OF SURVEY, PERPENDICULAR AND OFFSET 20.00 FEET FROM THE CENTERLINE OF WOOLEY ROAD AS PER SAID RECORD OF SURVEY, SAID PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PORTION OF WOOLEY ROAD SHOWN AS BEING 55.50 FEET WIDE AS PER TRACT 5196-1 RECORDED IN BOOK 147 PAGES 14 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF SAID COUNTY, THENCE ALONG THE WEST LINE OF SAID 'PARCEL 2' SOUTH 0° 00' 20" WEST A DISTANCE OF 164.08 FEET TO THE RADIUS POINT OF SAID CIRCULAR PORTION OF LAND.

AREA (EASEMENT AREA 'B' ONLY): 0.014 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED CIRCULAR PORTION OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "C.1")

EASEMENT AREA 'B':

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS LYING WITHIN 'PARCEL 2' AS PER RECORD OF SURVEY RECORDED IN BOOK 53, PAGES 12 AND 13, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE NORTHWEST CORNER OF 'PARCEL 2' AS PER SAID RECORD OF SURVEY, PERPENDICULAR AND OFFSET 20.00 FEET FROM THE CENTERLINE OF WOOLEY ROAD AS PER SAID RECORD OF SURVEY, THE WEST LINE OF SAID 'PARCEL 2' BEARING SOUTH 0° 00' 20" WEST, SAID PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PORTION OF WOOLEY ROAD SHOWN AS BEING 55.50 FEET WIDE AS PER TRACT 5196-1 RECORDED IN BOOK 147 PAGES 14 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF SAID COUNTY; THENCE DEPARTING SAID CORNER:

- A.) SOUTH 59° 30' 20" EAST A DISTANCE OF 150.52 FEET; THENCE
- B.) SOUTH 0° 08' 13" EAST A DISTANCE OF 2.50 FEET; THENCE
- C.) SOUTH 89° 51' 47" WEST A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 28.70 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 86° 57' 30" EAST; THENCE
- D.) SOUTH, SOUTHWEST, AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 36' 50" AN ARC LENGTH OF 37.87 FEET, TO THE **TRUE POINT OF BEGINNING**; THENCE
- 1st.) NORTH 2° 52' 31" WEST A DISTANCE OF 0.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 28.00 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 11° 33' 28" EAST; THENCE
- 2nd.) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 48' 55" AN ARC LENGTH OF 3.82 FEET; THENCE
- 3rd.) SOUTH 1° 33' 02" EAST A DISTANCE OF 1.10 FEET; THENCE
- 4th.) SOUTH 89° 46' 49" WEST A DISTANCE OF 1.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 23.62 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 85° 31' 43" WEST; THENCE
- 5th.) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 23' 59" AN ARC LENGTH OF 16.65 FEET; THENCE

- 6th.) NORTH 45° 22' 18" EAST A DISTANCE OF 4.90 FEET; TO THE BEGINNING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 18.72 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 45° 03' 56" WEST; THENCE
- 7th.) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 03' 33" AN ARC LENGTH OF 13.74 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

AREA (AREA 'B' ONLY): 0.002 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED PORTION OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "C.1")


DANIEL B. EISENGART
PLS 8961

9/4/2014
DATE



EXHIBIT 'D'
Entry Monuments (Walls)

ENTRY MONUMENT EASEMENT #1:

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS LYING WITHIN 'PARCEL A-1' AS PER TRACT NUMBER 5196-3 RECORDED IN MISCELLANEOUS RECORDS BOOK 147, PAGES 66 THROUGH 69, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 2.60 FEET WIDE, LYING EQUALLY ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE CENTERLINE INTERSECTION OF WOOLEY ROAD AND CHESAPEAKE DRIVE AS PER TRACT NUMBER 5196-2 RECORDED IN MISCELLANEOUS RECORDS BOOK 147, PAGES 20 THROUGH 23, INCLUSIVE, IN SAID OFFICE OF SAID COUNTY, THENCE DEPARTING SAID CENTERLINES SOUTH 25° 05' 29" WEST A DISTANCE OF 126.60 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 87° 48' 04" EAST A DISTANCE OF 2.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 14.94 FEET; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 21' 44" AN ARC DISTANCE OF 23.05 FEET.

AREA (ENTRY MONUMENT EASEMENT #1 ONLY): 0.002 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED STIP OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "D.1")

ENTRY MONUMENT EASEMENT #2:

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS LYING WITHIN 'PARCEL B' AS PER TRACT NUMBER 5196-2 RECORDED IN MISCELLANEOUS RECORDS BOOK 147, PAGES 20 THROUGH 23, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 2.60 FEET WIDE, LYING EQUALLY ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE CENTERLINE INTERSECTION OF WOOLEY ROAD AND CHESAPEAKE DRIVE AS PER SAID TRACT, THENCE DEPARTING SAID CENTERLINES SOUTH 23° 41' 53" EAST A DISTANCE OF 112.93 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 87° 55' 44" WEST A DISTANCE OF 2.91 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 14.59 FEET; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 39' 43" AN ARC DISTANCE OF 22.32 FEET; THENCE SOUTH 0° 16' 01" WEST A DISTANCE OF 12.76 FEET.

AREA (ENTRY MONUMENT EASEMENT #2 ONLY): 0.002 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED STIP OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "D.1")

ENTRY MONUMENT EASEMENT #3 ('WALL 3'):

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS LYING WITHIN 'TRADEWINDS DRIVE' AS PER TRACT NUMBER 5196-1 RECORDED IN MISCELLANEOUS RECORDS BOOK 147, PAGES 14 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE NORTHEAST CORNER OF 'PARCEL 1' AS PER RECORD OF SURVEY RECORDED IN BOOK 53, PAGES 12 AND 13, IN SAID COUNTY, PERPENDICULAR AND OFFSET 20.00 FEET FROM THE CENTERLINE OF WOOLEY ROAD AS PER SAID RECORD OF SURVEY, THE EAST LINE OF SAID 'PARCEL 1' BEARING SOUTH 0° 00' 20" WEST, SAID PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PORTION OF WOOLEY ROAD SHOWN AS BEING 55.50 FEET WIDE AS PER TRACT 5196-1 RECORDED IN BOOK 147 PAGES 14 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF SAID COUNTY, THENCE DEPARTING SAID NORTHEAST CORNER SOUTH 58° 31' 55" WEST A DISTANCE OF 146.15 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE

- 1st.) SOUTH 0° 5' 17" WEST A DISTANCE OF 2.60 FEET; THENCE
- 2nd.) SOUTH 89° 54' 43" EAST A DISTANCE OF 24.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE

- NORTHEASTERLY, HAVING A RADIUS OF 28.91 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 87° 23' 35" WEST; THENCE
- 3rd.) SOUTH, SOUTHEAST, AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 03' 21" AN ARC LENGTH OF 42.41 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 22.44 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 85° 35' 30" EAST; THENCE
- 4th.) SOUTH, SOUTHWEST, AND WEST THROUGH A CENTRAL ANGLE OF 85° 12' 32" AN ARC LENGTH OF 33.37 FEET; THENCE
- 5th.) SOUTH 89° 37' 02" WEST A DISTANCE OF 5.12 FEET; THENCE
- 6th.) SOUTH 0° 09' 03" EAST A DISTANCE OF 2.53 FEET; THENCE
- 7th.) SOUTH 88° 20' 21" EAST A DISTANCE OF 4.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.14 FEET; THENCE
- 8th.) EAST, NORTHEAST, AND NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 53' 16" AN ARC LENGTH OF 38.56 FEET; THENCE
- 9th.) NORTH 89° 24' 04" EAST A DISTANCE OF 0.47 FEET; THENCE
- 10th.) NORTH 0° 35' 56" WEST A DISTANCE OF 3.24 FEET; THENCE
- 11th.) SOUTH 89° 24' 04" WEST A DISTANCE OF 3.19 FEET; THENCE SOUTH 0° 35' 56" EAST A DISTANCE OF 0.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 26.22 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 3° 46' 10" WEST; THENCE
- 12th.) WEST, NORTHWEST, AND NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 08' 40" AN ARC LENGTH OF 39.42 FEET; THENCE
- 13th.) NORTH 0° 05' 09" WEST A DISTANCE OF 1.32 FEET; THENCE
- 14th.) NORTH 89° 54' 43" WEST A DISTANCE OF 27.29 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A STRIP OF LAND, 1.30 FEET WIDE, LYING EQUALLY ON EITHER SIDE OF THE FOLLOWING DESCRIBED CURVE, THE SIDELINES OF WHICH SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE NORTHEAST BOUNDARY OF AFOREMENTIONED ENTRY MONUMENT #3 DESCRIPTION:

BEGINNING AT A POINT ALONG AFOREMENTIONED CURVE HAVING A RADIUS OF 26.22 FEET AND LENGTH OF 39.42 FEET, LYING AN ARC DISTANCE OF 4.79 FEET FROM THE NORTHWEST TERMINUS OF SAID AFOREMENTIONED CURVE, A RADIAL TO SAID BEGINNING BEARS NORTH 24° 44' 54" WEST, SAID CURVE COMPOSING THE CENTERLINE OF SAID STRIP HAS A RADIUS OF 15.88 FEET; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 139° 12' 37" AN ARC LENGTH OF 38.59 FEET, MORE OR LESS, TO SAID NORTHEAST BOUNDARY.

AREA (ENTRY MONUMENT EASEMENT #3 ONLY): 0.008 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED PORTION OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "D.1")

ENTRY MONUMENT EASEMENT #4 ('WALL 4'):

THAT CERTAIN PORTION OF LAND LYING WITHIN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS LYING WITHIN 'PARCEL 2' AS PER RECORD OF SURVEY RECORDED IN BOOK 53, PAGES 12 AND 13, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE MARKED 'PLS 5983' LYING AT THE NORTHWEST CORNER OF 'PARCEL 2' AS PER SAID RECORD OF SURVEY, PERPENDICULAR AND OFFSET 20.00 FEET FROM THE CENTERLINE OF WOOLEY ROAD AS PER SAID RECORD OF SURVEY, THE WEST LINE OF SAID 'PARCEL 2' BEARING SOUTH 0° 00' 20" WEST, SAID PIPE ALSO BEING THE NORTHEAST CORNER OF THAT PORTION OF WOOLEY ROAD SHOWN AS BEING 55.50 FEET WIDE AS PER TRACT 5196-1 RECORDED IN BOOK 147 PAGES 14 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS RECORDS IN SAID OFFICE OF SAID COUNTY,

THENCE DEPARTING SAID CORNER SOUTH 59° 30' 20" EAST A DISTANCE OF 150.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE

- 1st.) SOUTH 0° 8' 13" EAST A DISTANCE OF 2.50 FEET; THENCE
- 2nd.) SOUTH 89° 51' 47" WEST A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 28.70 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 86° 57' 30" EAST; THENCE
- 3rd.) SOUTH, SOUTHWEST, AND WEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 36' 50" AN ARC LENGTH OF 37.87 FEET, THENCE
- 4th.) NORTH 2° 52' 31" WEST A DISTANCE OF 0.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 28.00 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 11° 33' 28 EAST; THENCE
- 5th.) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 48' 55" AN ARC LENGTH OF 3.82 FEET; THENCE
- 6th.) SOUTH 1° 33' 02" EAST A DISTANCE OF 1.10 FEET; THENCE
- 7th.) SOUTH 89° 46' 49" WEST A DISTANCE OF 1.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 23.62 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 85° 31' 43" WEST; THENCE
- 8th.) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 23' 59" AN ARC LENGTH OF 16.65 FEET; THENCE
- 9th.) NORTH 45° 22' 18" EAST A DISTANCE OF 0.60 FEET; TO THE BEGINNING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 23.02 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH 45° 7' 22" WEST; THENCE
- 10th.) SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 04' 08" AN ARC LENGTH OF 18.51 FEET; THENCE
- 11th.) NORTH 89° 03' 14" EAST A DISTANCE OF 4.13 FEET; THENCE

- 12th.) SOUTH $0^{\circ} 58' 50''$ EAST A DISTANCE OF 2.40 FEET; THENCE
- 13th.) SOUTH $89^{\circ} 03' 14''$ WEST A DISTANCE OF 4.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.42 FEET; THENCE
- 14th.) WEST, NORTHWEST, AND NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ} 49' 03''$ AN ARC LENGTH OF 38.51 FEET; THENCE
- 15th.) SOUTH $89^{\circ} 46' 49''$ WEST A DISTANCE OF 0.35 FEET; THENCE
- 16th.) NORTH $0^{\circ} 22' 18''$ WEST A DISTANCE OF 3.25 FEET; THENCE
- 17th.) SOUTH $89^{\circ} 36' 57''$ EAST A DISTANCE OF 3.15 FEET; THENCE
- 18th.) SOUTH $1^{\circ} 33' 02''$ EAST A DISTANCE OF 0.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 26.10 FEET, A RADIAL TO SAID BEGINNING BEARS SOUTH $3^{\circ} 54' 7''$ EAST; THENCE
- 19th.) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ} 13' 49''$ AN ARC LENGTH OF 40.19 FEET; THENCE
- 20th.) NORTH $89^{\circ} 51' 47''$ EAST A DISTANCE OF 27.57 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

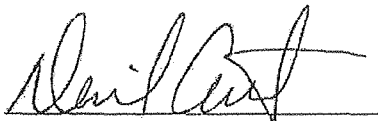
TOGETHER WITH A STRIP OF LAND, 1.30 FEET WIDE, LYING EQUALLY ON EITHER SIDE OF THE FOLLOWING DESCRIBED CURVE, THE SIDELINES OF WHICH SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE NORTHWEST BOUNDARY OF AFOREMENTIONED ENTRY MONUMENT #4 DESCRIPTION:

BEGINNING AT A POINT ALONG AFOREMENTIONED CURVE HAVING A RADIUS OF 26.10 FEET AND LENGTH OF 40.19 FEET, LYING AN ARC DISTANCE OF 6.06 FEET FROM THE NORTHEAST TERMINUS OF SAID AFOREMENTIONED CURVE, A RADIAL TO SAID BEGINNING BEARS NORTH $23^{\circ} 58' 50''$ EAST, SAID CURVE COMPOSING THE CENTERLINE OF SAID STRIP HAS A RADIUS OF 15.81 FEET; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG SAID CENTERLINE THROUGH A CENTRAL ANGLE OF

137° 00' 46" AN ARC LENGTH OF 37.80 FEET, MORE OR LESS, TO SAID NORTHWEST BOUNDARY.

AREA (ENTRY MONUMENT EASEMENT #4 ONLY): 0.007 ACRES, MORE OR LESS

(THE ABOVE DESCRIBED PORTION OF LAND IS DELINEATED ON THE ATTACHED EXHIBIT "D.1")



DANIEL B. EISENGART
PLS 8961

9/4/2014
DATE



SHEET 1 OF 4

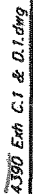
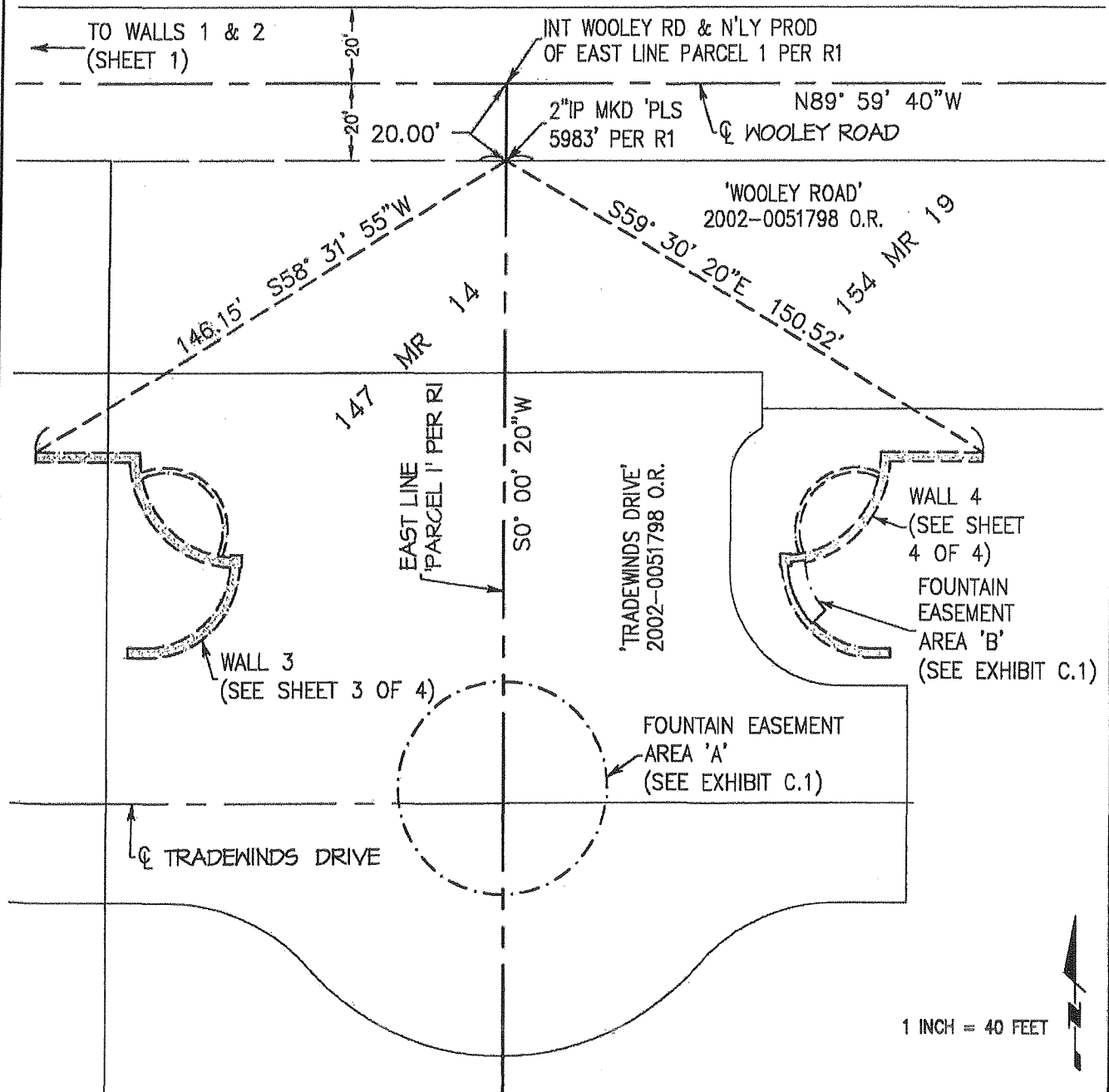


EXHIBIT 'D.1'

ENTRY MONUMENTS #3 & #4

SHEET 2 OF 4



LEGEND:

Δ CURVE DELTA
INT INTERSECTION
IP IRON PIPE
L LENGTH
LT&T LEAD, TACK, & TAG
MKD MARKED
MR MISCELLANEOUS
RECORDS
R RADIUS
RAD RADIAL

REFERENCES:

R1 53 RS 12
R2 147 MR 66
R3 147 MR 14
R4 147 MR 20
R5 154 MR 19

EXHIBIT 'D.1'

ENTRY MONUMENT #3

SHEET 3 OF 4

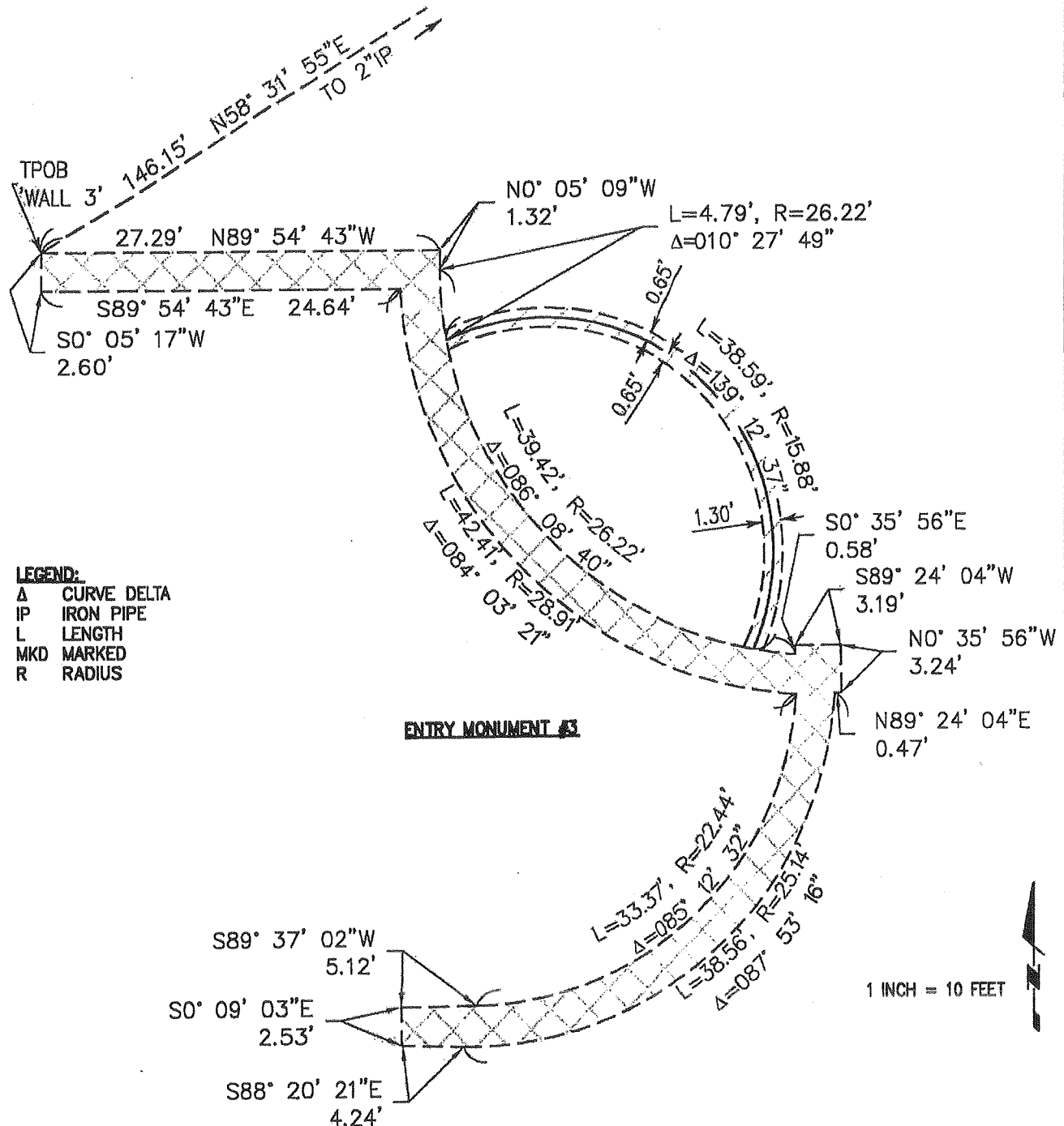
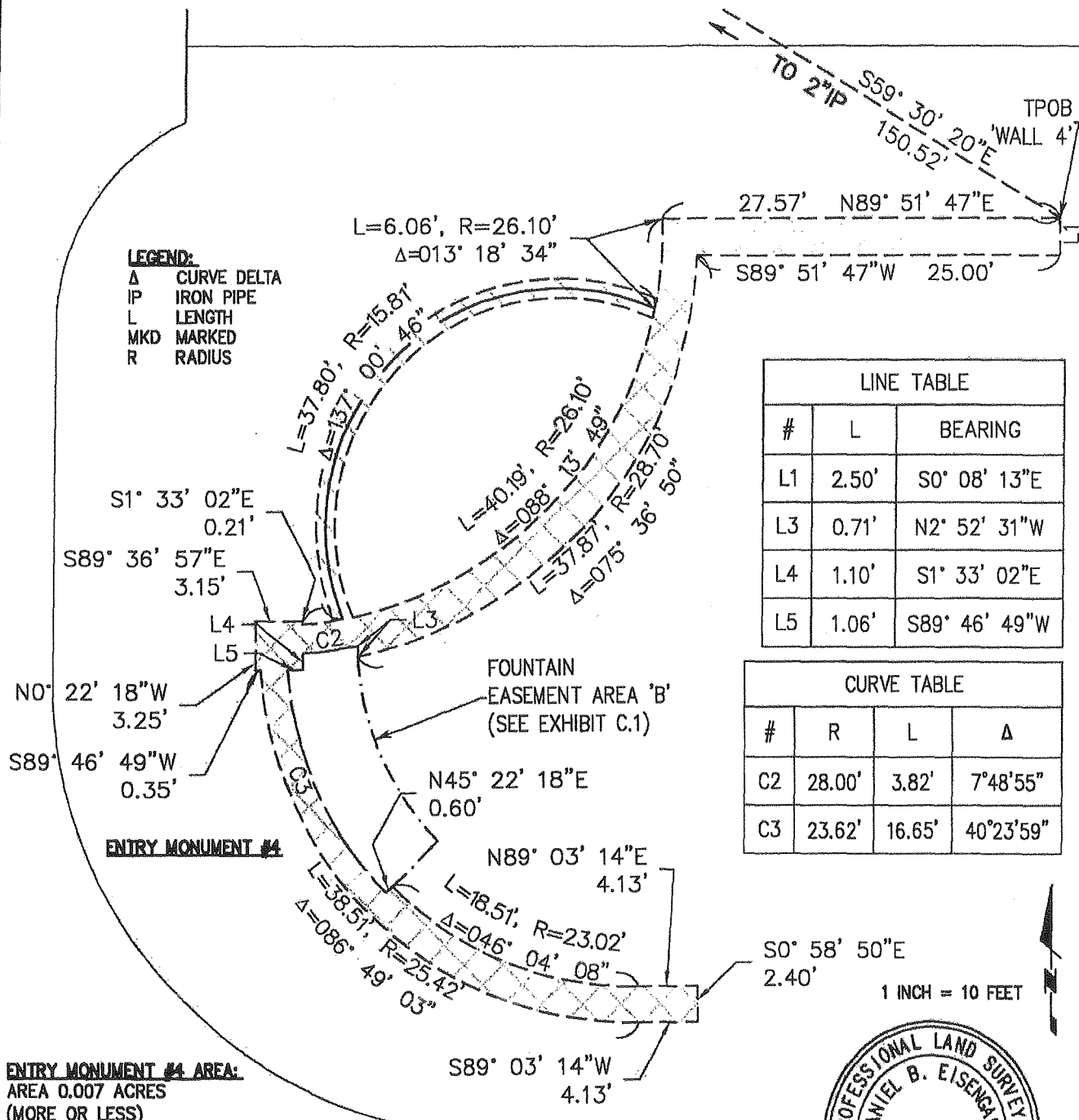


EXHIBIT 'D.1'

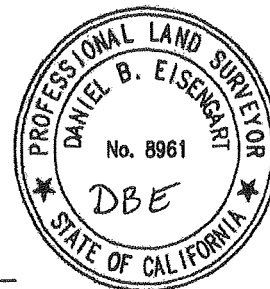
ENTRY MONUMENT #4

SHEET 4 OF 4



Daniel B. Eisengart
 DANIEL B. EISENGART
 PLS 8961

9/4/2014
 DATE



4390 Exh C.1 & D.1.dwg



Meeting Date: 12/02/2014

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 Manager

Agenda Item No. S-2

Reviewed By: City Manager GM

City Attorney SMF

Finance VC

Other (Specify) _____

DATE: November 25, 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 12/02/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	Community Development	HdL Coren & Cone	Specialized Financial Analysis and Reporting Services for the Successor Agency	\$36,000
		Kymberly Horner	Agreement No. 6183-13-CD	The proposed Second Amendment provides an extension of term and dollar amount of the Original Agreement and First Amendment as follows: (i) align the amended term to coincide with forthcoming ROPS 14-15B for the period ending 6/30/15 and through ROPS 15-16A&B for the period ending 6/30/16; and (ii) increase the contract amount by \$36,000.	
		385-7853	Amendment 2	Based on the Consultant's expertise, Consultant is being retained to serve as the resource staff to the Successor Agency to assist with any property tax issues and preparation of property tax analysis, audits and reports. Consultant will also be assisting in the disposition of agency owned properties, as part of the dissolution process. Expenditures related to these services would be paid for using the Redevelopment Property Tax Trust Funds ("RPTTF").	
				Total Contract Amount: \$84,000	
				FundingSource: Redevelopment Property Tax Trust Funds	
B	Purchase Order	Utilities/AWPF	Univar USA, Inc.	Supply and Delivery of Treatment Chemicals to the Advanced Water Purification Facility (AWPF)	\$84,095
		Thien Ng	Purchase Order No. 1870	Purchase Order is for the supply and delivery of Citric Acid, Hydrogen Peroxide, Sodium Bisulfite, and Sodium Hydroxide to the AWPF. On October 9, 2014, the City issued a Request for Bid (RFB) for the purchase of treatment chemicals for the AWPF. The RFB was sent to eleven vendors, posted on the City's website and published in the local newspaper. Nine bids were received. Univar USA, Inc. was the lowest responsible bidder.	
		432-3575		Total Contract Amount: \$84,095	
				FundingSource: Water Operating Funds	
C	Purchase Order	Utilities/AWPF	Lhoist North America	Supply and Delivery of Liquid Lime to the Advanced Water Purification Facility (AWPF)	\$72,000
		Thien Ng	Purchase Order No. 1871	Purchase Order is for the supply and delivery of Liquid Lime to the AWPF. On October 9, 2014, the City issued a Request for Bid (RFB) for the purchase of treatment chemicals for the AWPF. The RFB was sent to eleven vendors, posted on the City's website and published in the local newspaper. One bid was received from Lhoist North America for Liquid Lime.	
		432-3575		Total Contract Amount: \$72,000	
				FundingSource: Water Operating Funds	

City Manager Contract List for 12/02/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Purchase Order	Utilities/AWPF Thien Ng 432-3575	King Lee Technologies Purchase Order No. 1869	Supply and Delivery of Antiscalant to the Advanced Water Purification Facility (AWPF) Purchase Order is for the supply and delivery of antiscalant to the AWPF. On October 9, 2014, the City issued a Request for Bid for the purchase of treatment chemicals for the AWPF. The RFB was sent to eleven vendors, posted on the City's website and published in the local newspaper. Two bids were received for antiscalant with King Lee Technologies the lowest responsible bidder. Total Contract Amount: \$49,157 FundingSource: Water Operating Funds	\$49,157
E	Purchase Order	Utilities/AWPF Thien Ng 432-3575	Argo Chemical, Inc. Purchase Order No. 1872	Supply and Delivery of Sodium Hypochlorite and Sulfuric Acid to the AWPF This item is to establish a Purchase Order for the supply and delivery of Sodium Hypochlorite 12.5% and Sulfuric Acid 98% to the AWPF. On October 9, 2014, the City issued a Request for Bid (RFB) for the purchase of treatment chemicals for the AWPF. The RFB was sent to eleven vendors, posted on the City's website and published in the local newspaper. Three bids were received for sodium hypochlorite, and two for sulfuric acid. Argo Chemical, Inc. was the lowest responsible bidder for these chemicals. Total Contract Amount: \$84,874 FundingSource: Water Operating Funds	\$84,874
F	Task Order	General Services Ralph Alamillo 385-7950	Jordan, Gilbert & Bain Landscape Architects Agreement No. 6676-14-CM Task Order 3	GS14-16-New Restroom at Thompson Park General On-Call Landscape Architect Services Agreement 6676-14-CM: Task Order #3 -Design work for GS14-16- New Restroom at Thompson Park Ph. 2; Project #145703. General On-Call Landscape Architect Services Agreement 6676-14-CM was put in place following approved RFP process and selection by Committee and review by CCRC and Council of their agreement June 30, 2014. There is no change to the total contract amount. Total Contract Amount: \$250,000 FundingSource: Measure O Funds	\$53,489

ATTACHMENT #1
PAGE 2 OF 2



Meeting Date: 12/2/14

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

Prepared By: K. Mallory AICP, LEED Green Assoc., Project Planner Agenda Item No. S-3Reviewed By: City Manager MM City Attorney SMF Finance QC Other (Specify) _____

DATE: November 13, 2014

TO: City Council

FROM: Michael Henderson, General Services Director MA

SUBJECT: Authorize Approval to Execute an Agreement with the California Department of Housing and Community Development (HCD) for Housing Related Parks Program Grant Funds

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to execute a Standard Agreement with HCD for the Housing Related Parks (HRP) Program grant funds totaling \$956,700 to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines;
2. The Finance Director to appropriate the funds and perform required financial actions in accordance with the parameters of the grant application; and
3. The General Services Department or designee to submit non-financial reports to HCD.

DISCUSSION

In April 2014, the City Council approved the submittal of a grant application to HCD for the Housing Related Parks Program (HRP). The HRP Program is designed to encourage cities and counties to develop affordable housing by rewarding those jurisdictions that are in compliance with State Housing Element law and have approved housing affordable to lower-income households during the applicable program calendar years (January 2010 to June 2013).

Subsequently, the City was tentatively awarded \$956,700 in HRP Program grant funds for qualifying park improvements. HCD has requested approval of a new resolution authorizing execution of the state standard agreement with HCD for the HRP grant funds which specifies the City's grant award total.

The award was granted for qualifying improvements to four City parks that met the HCD Program parameters for locations within Park Deficient and Disadvantaged areas. The four parks were Campus

Park, Beck Park, Colonia Park and Wilson Park. Grant funds are to be used exclusively for the costs of Park and Recreation Facility creation, development, or rehabilitation, including new equipment and major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years, or expenditures that continue or enhance the useful life of the park facility. The General Services Department provided a list of park improvements and estimated improvement costs for the four qualifying parks. Recommended improvements included the following:

1. Campus Park: New backstop, irrigation and field restoration;
2. Beck Park: Demolish old storage building, re-irrigation, and replace playground equipment;
3. Colonia Park: Security Lighting, and remove asphalt and replace with sidewalk; and
4. Wilson Park: Demolish and install new restrooms, replace security lights, rehabilitate shuffleboard areas and a barbeque area into a community garden, remove the mound area and convert it into single family barbeque areas, and rehabilitate existing family barbeque areas.

FINANCIAL IMPACT

Approval of the Resolution will allow the City to execute a standard agreement with HCD to receive approximately \$956,700 in HRP Program grant funds for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines. No local match is required from the General Fund.

KM:KM

Attachment #1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR
HOUSING RELATED PARKS PROGRAM GRANT

WHEREAS, The State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, by Resolution No. 14,566 the City of Oxnard (Applicant) was authorized to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, HCD is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, HCD awarded the City of Oxnard an HRP Program Grant in the amount of \$956,700.

WHEREAS, the General Services Department of the City of Oxnard has requested that City Council authorize execution of the Standard Agreement with HCD for the Housing Related Parks Program grant funds to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$956,700 and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from HCD, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. That the City Manager or designee is authorized to execute this agreement on behalf of the City of Oxnard, the HRP Grant Documents as required by HCD for participation in the HRP Program.

4. City Council of the City of Oxnard authorize execution of the State Agreement with HCD for the Housing Related Parks Program grant funds to be used for qualifying park improvements

as identified under HCD guidelines. The City Council further resolves that the Finance Director or designee is authorized on behalf of the City of Oxnard to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the General Services Manager or designee is authorized to submit non-financial reports on behalf of the City of Oxnard.

PASSED AND ADOPTED this 2nd day of December, 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

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

Prepared by Karl Lawson

Karl Lawson

Agenda Item No.

S-4

Reviewed By: City Manager

JM

City Attorney

PT

Finance

JC

Other (Specify)

DATE: November 18, 2014**TO:** City Council**FROM:** Carrie M. Sabatini, Interim Director
Housing Department*C. Sabatini***SUBJECT: Procurement of Services related to Community Development
Block Grant Program Administration****RECOMMENDATION**

That City Council adopt a resolution clarifying that procurement of certain trade and professional services utilizing federal Community Development Block Grant funds are classified as eligible program administration costs pursuant to 24 CFR 570.206.

DISCUSSION

The City receives Community Development Block Grant (C.D.B.G.) funds from the U. S. Department of Housing and Urban Development (H.U.D.) for the purpose of carrying out certain activities designed to meet national objectives of the C.D.B.G. program. Expenditures of C.D.B.G. funds are subject to federal regulations, including those set forth in 24 CFR 570.

On June 3, 2014, the City authorized submission of the annual application for C.D.B.G. and other federal grant program funding to H.U.D. for Fiscal Year 2014-15. As part of that application, Council authorized disbursements of funds to several C.D.B.G. sub-recipient organizations for the performance of specific activities. Most sub-recipient organizations provide direct services to low-income populations, and are required to execute written Sub-recipient Agreements with the City containing detailed demographic reporting requirements applicable to the individual program beneficiaries receiving those services.

A \$22,000 C.D.B.G. funding allocation was approved by Council on June 3, 2014 for the performance of the H.U.D.-required Analysis of Impediments to Fair Housing (A.I.). The A.I. is a professional study of the housing market and obstacles to fair access to housing. Cities are required to periodically update their A.I., and Oxnard is participating in the regional A.I. update being undertaken by a County-led consortium composed of various cities and unincorporated areas of the County. Earlier this year, a Request for Proposals and a competitive bid process led to the selection of the firm of Veronica Tam and Associates (V.T.A.) to produce the A.I. for the Regional Consortium. Fair Housing Officer Karl Lawson represented the City in the development of the RFP and the proposal review and selection process.

The County of Ventura is the entity that has contracted with V.T.A., and the area cities participating in the Regional A.I. each pay a pro-rata share of the cost of the A.I. The \$22,000 in funding approved on June 3 2014, covers the cost of the City's share of the Regional A.I. study.

V.T.A. is providing professional services to the various jurisdictions that comprise the Regional Consortium through that Consortium, rather than providing direct services to individuals or households. As such, the firm does not meet the definition of a C.D.B.G. sub-recipient. H.U.D. has advised that the City's purchasing policies must specify that such providers of professional services do not constitute sub-recipients, and further, that the cost of such services is deemed an eligible program administration cost, in accordance with the federal regulation set forth at 24 CFR 570.206. Staff thus proposes to add language to the City's purchasing policies setting forth this distinction in order to meet this H.U.D. mandate.

Section 4-30 *et seq* of the City Code establish purchasing policies for Trade and Professional Services. Procurement of professional services must be in accordance with procedures adopted by Council Resolution. Current purchasing policies were approved by Council on November 16, 2010 with the adoption of Council Resolution No. 13,932. City Code Section 4-30(B) sets forth the scope of the term "Professional Services" as including "services or advice ... in financial, economic, accounting, ,,, legal or administrative matters..." Counsel advises that the A.I. meets this definition.

In order to provide for payment of the City's costs of the Regional A.I., staff proposes adoption of the following standard, to be entitled "Procurement of Services Related to CDBG Program Administration":

In instances where the City utilizes CDBG funds to procure trade or professional services that are classified as eligible program administration costs pursuant to 24 CFR 570.206, any contractor, consultant or vendor who provides such service shall not be deemed a sub-recipient as that term is defined in 24 CFR 570-500. In the procurement of trade or professional services related to CDBG program administration, City staff shall comply with the requirements of Chapter 4 of the Oxnard City Code and any resolution adopted pursuant thereto.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of the attached Resolution.

Kl/kl

Attachment No. 1 - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, ADOPTING A PROCUREMENT POLICY FOR SERVICES
RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ADMINISTRATION**

WHEREAS, the City of Oxnard is a recipient of Community Development Block Grant (C.D.B.G.) funding provided by the United States Department of Housing and Urban Development H.U.D.; and

WHEREAS, the expenditures of C.D.B.G. funds must be carried out in accordance with H.U.D. guidelines; and

WHEREAS, occasions arise in which the programmatic needs of the City's C.D.B.G.-funded programs involve the procurement of professional services; and

WHEREAS, H.U.D. regulations require adoption of a written policy enunciating that such professional services are considered as eligible program administration costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard, California hereby adopts the following procurement policy, applicable only to procurement of services related to C.D.B.G. expenditures:

Procurement of Services Related to Community Development Block Grant (C.D.B.G.) Program Administration: In instances where the City utilizes Community Development Block Grant (C.D.B.G.) funds to procure trade or professional services that are classified as eligible program administration costs pursuant to 24 CFR 570.206, any contractor, consultant or vendor who provides such service shall not be deemed a sub-recipient as that term is defined in 24 CFR 570-500. In the procurement of trade or professional services related to C.D.B.G. program administration, City staff shall comply with the requirements of Chapter 4 of the Oxnard City Code and any resolution adopted pursuant thereto.

PASSED APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the 2nd day of December, 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